



Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Ajay Kumar P,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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16. DATA PROTECTION





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- c. 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.

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c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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24. AMENDMENTS

a. 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 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.

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a. 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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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Pramod Kumar G,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
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study@instyn.school

affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

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a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

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a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Mohammed Abrar Tawakal Khan,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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d. 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.

e. 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 yourself, 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 the Company.

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b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

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

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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
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	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
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Appointment letter

Bangalore

Dear Rithik Gowda K M,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
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study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Abhishek Pawar,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear Kanchannagari Sreekanta 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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear Ayaz Ebin Fayaz Parray,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

e. 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 yourself, 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 the Company.

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a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

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Karnataka 560068

CIN: U80902KA2022PTC156854
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study@instyn.school

Appointment letter

Bangalore

Dear Monoj Gowda R Pn,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

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a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

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d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
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study@instyn.school

a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
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3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Karnataka 560068

CIN: U80902KA2022PTC156854
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study@instyn.school

Appointment letter

Bangalore

Dear Dhanraj Naik M,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

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Karnataka 560068

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Appointment letter

Bangalore

Dear Jayasurya,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

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study@instyn.school

Appointment letter

Bangalore

Dear Jayanth P M,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

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study@instyn.school

Appointment letter

Bangalore

Dear Kalidindi Sai Narmadha,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

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b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

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

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
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- b. 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.
- c. 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.

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- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
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- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Karnataka 560068

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Appointment letter

Bangalore

Dear Sangeetha Mary B,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Manikanta Chinthapalli,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Voggu Venkata Chenchusudha Saimadhav,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Nabard Biju Sharma,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

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b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

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11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
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- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

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During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

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22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear Tanish Maheshwari,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
Karnataka 560068

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study@instyn.school

d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Karnataka 560068

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study@instyn.school

Appointment letter

Bangalore

Dear Putlur Yaswanthi,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

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b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

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a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear Hani Safar,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: **Manger-Sales**

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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675, 9th Main Rd, Sector 7
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study@instyn.school

a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Karnataka 560068

CIN: U80902KA2022PTC156854
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study@instyn.school

Appointment letter

Bangalore

Dear Indrani Ghosh,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear V Jagath Chandra,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

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24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Chethan Gowda 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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





Edulstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Guturi Suhas,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

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b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

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15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

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- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
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- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

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c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
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3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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study@instyn.school

Appointment letter

Bangalore

Dear Akash Krishnan,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Boya Biswajith,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




EduInstyn Learning Pvt Ltd

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d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

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a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

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a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

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a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

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During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Garishapati Sushanth,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

d. 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.

e. 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 yourself, 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 the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you 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.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. 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.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. 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





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affiliated to Eduinstyn Learning Pvt Ltd. 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 the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. 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 on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

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

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. 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.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. 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.
- c. 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.

19. TERMINATION OF EMPLOYMENT BY YOU

a. 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 **1 months'** notice in writing. Where a 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 an amount equal to 2 months' salary to the Company in lieu of the notice period.

b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.

c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. 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 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.

25. EXCLUSIVE JURISDICTION

a. 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.

26. SEVERABILITY





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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd





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Appointment letter

Bangalore

Dear Gorrela Sreekanth,

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 Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. 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

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

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

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

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

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


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d. 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.

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c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

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a. 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 pertaining to Eduinstyn Learning Pvt Ltd, 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.

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a. Eduinstyn Learning Pvt Ltd adopts 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.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. 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.

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

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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, 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:

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- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. 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 Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

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a. 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 Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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a. 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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a. 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 **7** days of 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,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

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 deducted) 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.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd



Date :16th Dec 2021

Dear **Paramesh V**

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Business Operations Executive

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR **4,50,000/-**(Four Lakh Fifty thousand only) comprising INR **3,24,000/-** (Fixed Component) & variable component of INR **1,26,000/-**

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits


You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran
Senior HR Manager



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behaviour issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such a resignation.

Your salary during the probation period shall be **INR 18,000 plus incentives**, comprising INR 15,000 (Fixed Component) & INR 3,000 (Variable Component) .

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11.30 am to 8.30 pm Monday to Saturday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

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 department as detailed below.

Your compensation will be reviewed on an yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of 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.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any

further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Paramesh V		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear Saier Farooq Khan

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Business Operations Executive

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR 4,50,000/- (Four Lakh Fifty thousand only) comprising INR 3,24,000/- (Fixed Component) & variable component of INR 1,26,000/-

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Sincerely,



Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Janu
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

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further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Saier Farooq Khan		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
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Date :16th Dec 2021

Dear **Koduru Venkatesh Yadav**

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Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

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I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

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Your compensation will be reviewed on an yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of 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.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any

further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Koduru Venkatesh Yadav		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear **Achyuth M N**

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Business Operations Executive

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR **4,50,000/-**(Four Lakh Fifty thousand only) comprising INR **3,24,000/-** (Fixed Component) & variable component of INR **1,26,000/-**

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behaviour issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such a resignation.

Your salary during the probation period shall be **INR 18,000 plus incentives**, comprising INR 15,000 (Fixed Component) & INR 3,000 (Variable Component) .

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11.30 am to 8.30 pm Monday to Saturday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

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 department as detailed below.

Your compensation will be reviewed on an yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of 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.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any

further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Annexure			
Name	Achyuth M N		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear **Hemantha B J**

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: **Business Operations Executive**

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR **4,50,000/-**(Four Lakh Fifty thousand only) comprising INR **3,24,000/-** (Fixed Component) & variable component of INR **1,26,000/-**

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

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Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behaviour issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such a resignation.

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further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Hemantha B J		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear Suhaib Ulla Khan

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Business Operations Executive

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR 4,50,000/- (Four Lakh Fifty thousand only) comprising INR 3,24,000/- (Fixed Component) & variable component of INR 1,26,000/-

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behaviour issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such a resignation.

Your salary during the probation period shall be **INR 18,000 plus incentives**, comprising INR 15,000 (Fixed Component) & INR 3,000 (Variable Component) .

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11.30 am to 8.30 pm Monday to Saturday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

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 department as detailed below.

Your compensation will be reviewed on an yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of 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.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any

further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Suhaib Ulla Khan		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear **Yateru Deva Reddy**

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Business Operations Executive

Location: Bangalore ,India

Compensation :We confirm offering annual compensation of INR **4,50,000/-**(Four Lakh Fifty thousand only) comprising INR **3,24,000/-** (Fixed Component) & variable component of INR **1,26,000/-**

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran
Senior HR Manager



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date

Sanne
REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behaviour issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such a resignation.

Your salary during the probation period shall be **INR 18,000 plus incentives**, comprising INR 15,000 (Fixed Component) & INR 3,000 (Variable Component) .

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11.30 am to 8.30 pm Monday to Saturday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

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 department as detailed below.

Your compensation will be reviewed on an yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of 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.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any

further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

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 of 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 of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be (“Non-Compete Period”), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. 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 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. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

You agree that any rights, title and interest whatsoever, including, but not limited to, patent, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, other material which you conceive, discover or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception of development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and you agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results that proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company as its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECS Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Annexure			
Name	Yateru Deva Reddy		
Designation	Business Operations Executive		
Department	Operations		
Job Location	Bengaluru,Karnataka		
A.	Fixed Components	INR(p.m)	INR(p.a)
1.	Basic Salary	15000	180000
2.	HRA	6000	72000
3.	Special Allowance	6000	72000
B.	Variable Components		
	Annual Variable Cash		126000
C.	Deductions		
	Professional Tax	200	2400
	PF Employee	1800	21600
	Gross Deduction	2,000	24000
(A+B)-C	Cost to Company		450000
A-B	Net Salary Pay	25000	300000



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Chirag 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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Chirag 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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Shrishail Sanjeevaraddi Pujari,

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 Employment Agreement. Your date of joining is **24th January 2022**

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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.

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JOB TITLE: Inside Sales Executive

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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.

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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 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Shrishail Sanjeevaraddi Pujari,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B - C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Kruthik M,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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.

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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.

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 claims, losses or damages arising from your breaches or unlawful activities.

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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 a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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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



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

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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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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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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 Kruthik M,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear B Temjenyanger Chang,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Temjenyanger Chang,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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.

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Director
Codeyoung



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Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Harsha B L,

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 Employment Agreement. Your date of joining is **24th January 2022**

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JOB TITLE: Inside Sales Executive

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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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- ☒ Do not disclose your computer password to any unauthorized person.

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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

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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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Harsha B L,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Jeevan R,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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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



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

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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 the 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 E5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

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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) make 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.

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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
- c. 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 _____



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 subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

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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 be made.

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.

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I Jeevan R,

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.

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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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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.

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1	Professional Tax	₹2,400	₹200
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A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Amarish B 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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Amarish B T,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B - C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Punith Y N,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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.

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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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CONFIRMATION OF ACCEPTANCE

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Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Punith Y 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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Mohammed Noeman,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

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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 be made.

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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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 Mohammed Noeman,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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.

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With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear K Sai Charan,

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 Employment Agreement. Your date of joining is **24th January 2022**

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.

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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.

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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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 K Sai Charan,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B - C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Dharmendra M,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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.

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Your usual working hours shall be 7pm to 4am, 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 / or 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.

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- Do not disclose personal data without authority



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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Dharmendra M,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Deepak R,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

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I Deepak R,

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

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Signature:

Name

HR 2.01 F10 – Data Consent Form

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With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Sam Sanjith Calvin B,

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 Employment Agreement. Your date of joining is **24th January 2022**

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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 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Sam Sanjith Calvin B,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Mohammed Usman Nihal,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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.

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- Do not disclose personal data without authority



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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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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Mohammed Usman Nihal,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Likhith Kumar J,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 Likhith Kumar J,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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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support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

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- Do not disclose personal data without authority



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 claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

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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.





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Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 E5 -- 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:

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) make 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
- c. 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 _____



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 subject 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 be made.

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 A Sai Nithin,

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 platforms 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, analysed 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 WILL BE **INR 7,00,000 per annum**. INR 4,00,000 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 quarterly 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	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Kartik A Tondi,

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 Employment Agreement. Your date of joining is **24th January 2022**

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

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 15000/month (Fifteen 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 7pm to 4am, 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 / or 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:

- 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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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 the 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 E5 -- 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.

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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) make 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.

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

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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 _____



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 subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

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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 be made.

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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I Kartik A Tondi,

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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 platforms 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:

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Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

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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
- ☒ 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.

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With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
Marthahalli, Sarjapur Outer
Ring Rd, Bellandur
Bangalore, Karnataka, 560103
support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

Dear Ibrahim 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 Employment Agreement. Your date of joining is **24th January 2022**

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JOB TITLE: Inside Sales Executive

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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 7pm to 4am, 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 / or 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:

- Do not disclose personal data without authority



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 claims, 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 a duration of two years after termination of your engagement with Codeyoung, regardless 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