

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I P Naveen Reddy, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: P Naveen Reddy

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

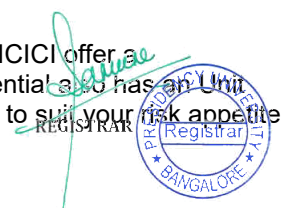
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature P Naveen Reddy 20/1/2022 12.28 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074882


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear Neelakantam Pulla Reddy,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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BANGALORE

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I Neelakantam Pulla Reddy, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Neelakantam Pulla Reddy

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

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Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

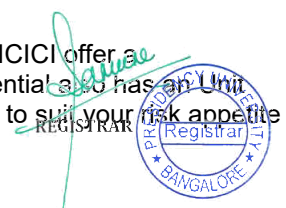
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature Neelakantam Pulla Reddy 20/1/2022 12.20 PM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074890


REGISTRAR


Name: Sheeba R

Address: #5,16th Cross, Old Bagalur Layout,Sagayapuram,,
St Thomas Town,
Bangalore - 560084,
India

Dear Sheeba R ,

We are pleased to inform you that based on your application and the Subsequent interviews you had, you have been selected for the position of **Trainee Consultant-Talent Collaboration**.

Your joining date will be **Wednesday 20 April 2022**

On the first day of the employment, please report to:

Company Address: JoulestoWatts Business Solutions Pvt Ltd,
6th Floor,Vaswani Presidio,Panathur Main Road,
India

Reporting Time : 9:00 AM

You will be paid a gross annual salary of **Rs. 3,00,000/- (Three Lakhs only)**.

Your salary composition and other details are listed in the Employment Agreement annexed to this letter. Please indicate your acceptance to the Employment Agreement by signing and returning it within seven days from the date of this letter to the following address. Please retain the second copy for your records.

JoulestoWatts Business Solutions Pvt. Ltd

3rd floor, Vaswani Presidio
Bangalore - 560103

I look forward to welcoming you in our organization.

Should you need any further clarifications, please feel free to contact us.

HR Signature

Candidate Signature

JoulestoWatts Business Solutions Private Limited

3rd Floor, Vaswani Presidio, Panathur Main Road,
Off Outer Ring Road, Bangalore, Karnataka- 560103

www.joulestowatts.com

CIN : U74900KA2014PTC076748



EMPLOYMENT AGREEMENT

COMPENSATION STRUCTURE:

Your individual compensation is strictly between yourself and the Company. It has been determined based on various factors such as your job, skills, specific background and professional merit. This information and any changes therein should be treated as personal and confidential.

Your total annual CTC will be **Rs. 3,00,000/-** and its composition will be as follows:

	Head	Annual	Monthly
A	CTC	3,00,000.00	25,000.00
	Basic Salary	1,50,000.00	12,500.00
	House Rent Allowance (HRA)	60,000.00	5,000.00
	Stat Bonus	12,495.00	1,041.25
	Conveyance	9,205.00	767.08
	Medical	15,000.00	1,250.00
	Telephone	12,000.00	1,000.00
	Leave Travel Allowance (LTA)	12,500.00	1,041.67
	Total Gross	2,71,200.00	22,600.00
B	Deductions		
	PF Employer Contribution	21,600.00	1,800.00
	PF Employee Contribution	21,600.00	1,800.00
	Gratuity	7,200.00	600.00
A-B =	Net Take Home (Varies depending on Taxes)	2,47,200.00	20,600.00

1. Income Tax, Professional Tax and other applicable taxes shall be deducted from the salary on a monthly basis as per Government Policy.

The salary will be processed on 7th Working day of every month. However, if the 7th falls on a holiday, salary will be paid on the next working day. The monthly pay slips will be made available electronically.

If the joining date is after 20th of the month first salary will be processed along with the next payroll.

Salary will be disbursed on receipt of your PAN card number.



TIME SHEETS:

Shall send a hard copy/soft copy of the time sheets duly approved and signed by your Supervisor one business day in advance for processing salary every month to the following address:

Joules to Watts Business Solutions Pvt. Ltd

SJR I Park, Tower 4 Ground floor, Opposite to SatyaSai Hospital
EPIP Zone, Whitefield, Bangalore-560066

Delay in receiving the approved time sheets will result in a delay in payment of your salary.

STATUTORY BENEFITS:

You will be governed as per the respective acts of ESIC, PF, Bonus & Gratuity, as per the rules in force, from time to time.

BACKGROUND CHECK:

The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misrepresented any information in your application for employment or have furnished any false information or have concealed / suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

MEDICAL CHECK:

As per the Company policy, employees are required to undergo medical check on request at authorized medical centers and submit a duly certified copy of the medical certificate.

NO-SHOW:

Failure to report at the specified office on the **Wednesday 20 April 2022** shall be deemed as "No-Show". In such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.

JOB ROLES & RESPONSIBILITIES:

You shall be responsible for the performance of the functions expected of **Trainee Consultant-Talent Collaboration** and any additional functions and duties that may be assigned to you in connection with the business and operations of the Company.

You shall use the best of your efforts to promote, develop and extend the business of the Company and comply with the directions and regulations of the Company at all times, and in all respects.

REVIEW PERIOD:

Your performance will be reviewed to consider salary revision after 12 months from the date of joining.

Joules to Watts Business Solutions Private Limited

3rd Floor, Vaswani Presidio, Panathur Main Road,
Off Outer Ring Road, Bangalore, Karnataka- 560103

www.joulestowatts.com

CIN : U74900KA2014PTC076748



ASSIGNMENT:

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.

LEAVE:

You would be entitled to get maximum of 24 days of leaves per year. (pro rata bases)

HOLIDAYS:

As each region may have a different set of holidays, your holiday schedule will be governed by your office location.

DOCUMENTATION:

Upon being so required by the Company, you shall make, sign and execute all deeds, documents, and declarations as may be deemed necessary by the Company and/or its clients (including privacy and confidentiality agreements).

INDEMNITY:

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this agreement.

UN-AUTHORIZED ABSENCE:

Any absence for 3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

CONFIDENTIALITY & NON DISCLOSURE:

You hereby acknowledge that by the reason of your services with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its clients at substantial expense. In consideration of your services and the above disclosures, you agree that:

You will disclose to the Company all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your services with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours, at the Company facilities, or with the Company property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of services with the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with a supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into this Agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients which you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.

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CIN : U74900KA2014PTC076748



NON COMPETE & NON SOLICITATION:

You agree that during your services with the Company and continuing for a period of twelve (12) months after termination of your services with the Company, you:

- a) Will not individually or on behalf of or in conjunction with any other person or entity (except on behalf of the Company), directly or indirectly, solicit, sell to, or perform similar services as provided by or available from the Company, for any clients of the Company.
- b) Will not seek and obtain employment, training, or contract for employment or seek to serve as you or otherwise to clients of the Company, customers, accounts or prospects, without the written permission of the Company.
- c) Will not directly or indirectly solicit or hire or cause others to solicit or hire any other employee of the Company.
- d) Unless pre-approved by the Company in writing, you will not, during the period of this assignment, prepare, compile, submit or publish any articles or contribute to any other publication or television serials / films / video presentations or assist anyone directly or indirectly in this regard.

WAIVER:

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

JURISDICTION:

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Bangalore, Karnataka, India.

LEAVING THE COMPANY WITHOUT SERVING NOTICE PERIOD:

If you wish to leave the services of the Company, a clear written notice of 30 days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice.

However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

TERMINATION BY THE COMPANY:

The company may terminate your services with or without cause under the following conditions:

With Cause: The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft, fraud or deceit; (2) conduct that has an adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the company.

Without Cause: (a) In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with a 30 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 30 days, calculated on the basis of the last basic salary.

(b) During probation period if the employment is terminated without Cause, the EMPLOYEE will be provided with 7 days prior written notice.

TERMINATION BY EMPLOYEE:

If you wish to leave the services of the Company, a clear written notice of 30 days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice. However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

MORAL CONDUCT:

You shall not resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to your service or the service of any other employee.

ALTERNATIVE EMPLOYMENT:

You will be a whole time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or full time anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

COMPANY PROPERTIES IN YOUR POSSESSION:

You are expected to take proper care of company properties entrusted to you by the company.

In the event of your resignation/termination you are obliged to return all the company's property like access/ ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

CHANGE OF ADDRESS:

Any change of residential address should be intimated to the department head in writing within 3 days from the date of such change. Your address as indicated shall be the correct address for sending all communications to you unless otherwise intimated in writing by you. Communications addressed to you at the above address shall be deemed to have been duly served.

CODE OF CONDUCT:

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments.

Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

PLACE OF EMPLOYMENT AND TRANSFER:

You acknowledge and agree that you may be assigned, or liable to be transferred or deputed from one place to another and / or from one department / unit to another or any other subsidiary /Associate Establishment/or their contractors and clients either existing or to be set up in future any where in India or abroad purely at the discretion of the management depending upon the needs and requirement of the company. On such assignment, transfer, or deputation you will be governed by the Rules and Regulations and other working /service conditions as applicable at the place of posting including to consent to add/or agree to certain other agreements.

Joules to Watts Business Solutions Private Limited

**3rd Floor, Vaswani Presidio, Panathur Main Road,
Off Outer Ring Road, Bangalore, Karnataka- 560103**

www.joulestowatts.com

CIN : U74900KA2014PTC076748



PROBATION:

The Employee shall be on probation for a period of three (3) months from the date of joining. The Company shall be entitled to forthwith terminate the services of the Employee and this Agreement at any time during the probation period. The Company may in its sole discretion extend the Employee's probation period based on the Employee's performance, conduct and/or other factors as the company may deem fit. The Employee's probation period shall not be considered to be completed, unless the Employee's services are confirmed by the Company in writing by a Letter of Confirmation. Employee is not entitled for leaves during the probation period and leaves taken during probation will be considered as Loss of Pay.

DECLARATION:

This is to confirm that the documents and information provided by me to the Company for the purpose of my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this Agreement are fair, just and reasonable and I shall strictly adhere to the terms specified.



April 19, 2022

Signature

Date

Name: Harshitha S

Address: 10, 4 TH Cross,
Gundappa Road Manjunatha Layout,
Bangalore - 560094,
India

Dear Harshitha S ,

We are pleased to inform you that based on your application and the Subsequent interviews you had, you have been selected for the position of **Trainee Consultant-Talent Collaboration**.

Your joining date will be **Monday 18 April 2022**

On the first day of the employment, please report to:

Company Address: JoulestoWatts Business Solutions Pvt Ltd,
6th Floor,Vaswani Presidio,Panathur Main Road,
India

Reporting Time : 9.00 AM

You will be paid a gross annual salary of **Rs. 3,00,000/- (Three Lakhs only)**.

Your salary composition and other details are listed in the Employment Agreement annexed to this letter. Please indicate your acceptance to the Employment Agreement by signing and returning it within seven days from the date of this letter to the following address. Please retain the second copy for your records.

JoulestoWatts Business Solutions Pvt. Ltd

3rd floor, Vaswani Presidio
Bangalore - 560103

I look forward to welcoming you in our organization.

Should you need any further clarifications, please feel free to contact us.

HR Signature

Candidate Signature

JoulestoWatts Business Solutions Private Limited

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REVIEW PERIOD:

Your performance will be reviewed to consider salary revision after 12 months from the date of joining.

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ASSIGNMENT:

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.

LEAVE:

You would be entitled to get maximum of 24 days of leaves per year. (pro rata bases)

HOLIDAYS:

As each region may have a different set of holidays, your holiday schedule will be governed by your office location.

DOCUMENTATION:

Upon being so required by the Company, you shall make, sign and execute all deeds, documents, and declarations as may be deemed necessary by the Company and/or its clients (including privacy and confidentiality agreements).

INDEMNITY:

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this agreement.

UN-AUTHORIZED ABSENCE:

Any absence for 3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

CONFIDENTIALITY & NON DISCLOSURE:

You hereby acknowledge that by the reason of your services with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its clients at substantial expense. In consideration of your services and the above disclosures, you agree that:

You will disclose to the Company all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your services with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours, at the Company facilities, or with the Company property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of services with the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with a supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into this Agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients which you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.

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NON COMPETE & NON SOLICITATION:

You agree that during your services with the Company and continuing for a period of twelve (12) months after termination of your services with the Company, you:

- a) Will not individually or on behalf of or in conjunction with any other person or entity (except on behalf of the Company), directly or indirectly, solicit, sell to, or perform similar services as provided by or available from the Company, for any clients of the Company.
- b) Will not seek and obtain employment, training, or contract for employment or seek to serve as you or otherwise to clients of the Company, customers, accounts or prospects, without the written permission of the Company.
- c) Will not directly or indirectly solicit or hire or cause others to solicit or hire any other employee of the Company.
- d) Unless pre-approved by the Company in writing, you will not, during the period of this assignment, prepare, compile, submit or publish any articles or contribute to any other publication or television serials / films / video presentations or assist anyone directly or indirectly in this regard.

WAIVER:

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

JURISDICTION:

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Bangalore, Karnataka, India.

LEAVING THE COMPANY WITHOUT SERVING NOTICE PERIOD:

If you wish to leave the services of the Company, a clear written notice of 30 days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice.

However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

TERMINATION BY THE COMPANY:

The company may terminate your services with or without cause under the following conditions:

With Cause: The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft, fraud or deceit; (2) conduct that has an adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the company.

Without Cause: (a) In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with a 30 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 30 days, calculated on the basis of the last basic salary.
(b) During probation period if the employment is terminated without Cause, the EMPLOYEE will be provided with 7 days prior written notice.

TERMINATION BY EMPLOYEE:

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You will be a whole time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or full time anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

COMPANY PROPERTIES IN YOUR POSSESSION:

You are expected to take proper care of company properties entrusted to you by the company.

In the event of your resignation/termination you are obliged to return all the company's property like access/ ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

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Any change of residential address should be intimated to the department head in writing within 3 days from the date of such change. Your address as indicated shall be the correct address for sending all communications to you unless otherwise intimated in writing by you. Communications addressed to you at the above address shall be deemed to have been duly served.

CODE OF CONDUCT:

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments.

Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

PLACE OF EMPLOYMENT AND TRANSFER:

You acknowledge and agree that you may be assigned, or liable to be transferred or deputed from one place to another and / or from one department / unit to another or any other subsidiary /Associate Establishment/or their contractors and clients either existing or to be set up in future any where in India or abroad purely at the discretion of the management depending upon the needs and requirement of the company. On such assignment, transfer, or deputation you will be governed by the Rules and Regulations and other working /service conditions as applicable at the place of posting including to consent to add/or agree to certain other agreements.

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PROBATION:

The Employee shall be on probation for a period of three (3) months from the date of joining. The Company shall be entitled to forthwith terminate the services of the Employee and this Agreement at any time during the probation period. The Company may in its sole discretion extend the Employee's probation period based on the Employee's performance, conduct and/or other factors as the company may deem fit. The Employee's probation period shall not be considered to be completed, unless the Employee's services are confirmed by the Company in writing by a Letter of Confirmation. Employee is not entitled for leaves during the probation period and leaves taken during probation will be considered as Loss of Pay.

DECLARATION:

This is to confirm that the documents and information provided by me to the Company for the purpose of my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this Agreement are fair, just and reasonable and I shall strictly adhere to the terms specified.



April 18, 2022

Signature

Date

NTT DATA Global Delivery Services Private Limited
Block 2, 2nd Floor, D7
Plot No. 123, EPIP Phase II, Whitefield Industrial Area
Bangalore 560 066 India
Tel: +91.80.3342.6000



Annexure A


At the time of joining, you are requested to bring the following documents in **Original** along with two copies of each. The original certificates are required for verification only and will be returned the same day.

1. Certificates & mark sheets supporting your educational qualifications:
 - a. Xth Certificate and mark sheet
 - b. XIIth Certificate and mark sheet
 - c. Degree Certificate/Provisional Certificate and individual semester mark sheets, consolidated mark sheets, course completion certificate (for each graduation / post graduation)
2. Three copies of your recent Passport size color photograph (white background)
3. Copy of NTT DATA Global Delivery Services Private Limited offer letter and completed pre-employment form
4. You are required to carry your passport at the time of joining

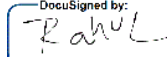
For any further clarification you can mail to Campus.Connect@nttdata.com.

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information, in such a case, you will be liable to be removed from the service without any notice.

**Yours sincerely,
FOR NTT DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED**

DocuSigned by:

DD4D480B41314B9...
URMIMALA SARKAR
DIRECTOR – TALENT ACQUISITION

We request you to please read and sign the enclosed copy of this letter and return it by **April 20,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

Signature: 
DUSTHAKAR RAHUL

Date: April 15,2022

Confidential



NTT DATA Global Delivery Services Private Limited
 Block 2, 2nd Floor, D7
 Plot No. 123, EPIP Phase II, Whitefield Industrial Area
 Bangalore 560 066 India
 Tel: +91.80.3342.6000

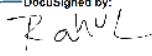
NTT DATA
 Services

DECLARATION

I, **DUSTHAKAR RAHUL** S/o, D/O, W/O Dusthakar madhu kumar, having permanent address at H.no:1-1861G Dattatreya temple bypass road, pamidi, ananthapur do hereby acknowledge, represent and confirm to NTT DATA Global Delivery Services Private Limited, (hereinafter referred to as "the Company", which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors, affiliates, sister concerns and assigns) that my offer will be subject to:

1. My willingness to relocate to any of the any of the locations of the Company. I agree that the Company reserves the right to depute / transfer my services to any other location/ centres of the Company/ client location/ Group Company in consistence with the Company's business/ project requirement and interests. In case I fail to accept such deputation or transfer, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.
2. My willingness to work in any of the shifts (i.e. either day or night shifts). I agree that the Company reserves the right to depute me to work in any of the shifts in consistence with the Company's business/ project requirement and interests. In case I refuse to work in any of the shifts as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.
3. My willingness to work in any kind of technology/ project. I agree that the Company reserves the right to depute me to work on any kind of technology/ projects in consistence with the Company's business/ project requirement and interests. In case I refuse to work on any kind of technology/ projects as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

I, do hereby verify and declare that the contents of this declaration are true and correct and given with my free will and consent, no part of it is false and nothing material has been concealed therein and I am solely responsible for its accuracy and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them.

DocuSigned by:

 SIGNATURE:

NAME: DUSTHAKAR RAHUL

DATE: April 15,2022

PLACE: Pamidi, ananthapur

NTT DATA Global Delivery Services Private Limited
Block 2, 2nd Floor, D7
Plot No. 123, EPIP Phase II, Whitefield Industrial Area
Bangalore 560 066 India
Tel: +91.80.3342.6000

NTT DATA
Services

Annexure A

At the time of joining, you are requested to bring the following documents in **Original** along with two copies of each. The original certificates are required for verification only and will be returned the same day.

1. Certificates & mark sheets supporting your educational qualifications:
 - a. Xth Certificate and mark sheet
 - b. XIIth Certificate and mark sheet
 - c. Degree Certificate/Provisional Certificate and individual semester mark sheets, consolidated mark sheets, course completion certificate (for each graduation / post graduation)
2. Three copies of your recent Passport size color photograph (white background)
3. Copy of NTT DATA Global Delivery Services Private Limited offer letter and completed pre-employment form
4. You are required to carry your passport at the time of joining

For any further clarification you can mail to Campus.Connect@nttdata.com.

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information, in such a case, you will be liable to be removed from the service without any notice.

Yours sincerely,
FOR NTT DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED

DocuSigned by:

Urmimala Sarkar

DD4D480B41314B9

URMIMALA SARKAR
DIRECTOR – TALENT ACQUISITION

We request you to please read and sign the enclosed copy of this letter and return it by **April 20,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

Signature: _____

DocuSigned by:
NIVEDITHA P C
NIVEDITHA P C

Date: April 15,2022

Confidential

NTT DATA Global Delivery Services Private Limited

Block 2, 2nd Floor, D7
Plot No. 123, EPIP Phase II, Whitefield Industrial Area
Bangalore 560 066 India
Tel: +91.80.3342.6000

**DECLARATION**

I, **NIVEDITHA P C** S/o, D/O, W/O CHANDRAPPA PS, having permanent address at Devarahalli channagiri davangere karnataka do hereby acknowledge, represent and confirm to NTT DATA Global Delivery Services Private Limited, (hereinafter referred to as "the Company", which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors, affiliates, sister concerns and assigns) that my offer will be subject to:

1. My willingness to relocate to any of the any of the locations of the Company. I agree that the Company reserves the right to depute / transfer my services to any other location/ centres of the Company/ client location/ Group Company in consistence with the Company's business/ project requirement and interests. In case I fail to accept such deputation or transfer, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

2. My willingness to work in any of the shifts (i.e. either day or night shifts). I agree that the Company reserves the right to depute me to work in any of the shifts in consistence with the Company's business/ project requirement and interests. In case I refuse to work in any of the shifts as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

3. My willingness to work in any kind of technology/ project. I agree that the Company reserves the right to depute me to work on any kind of technology/ projects in consistence with the Company's business/ project requirement and interests. In case I refuse to work on any kind of technology/ projects as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

I, do hereby verify and declare that the contents of this declaration are true and correct and given with my free will and consent, no part of it is false and nothing material has been concealed therein and I am solely responsible for its accuracy and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them.

DocuSigned by:

SIGNATURE

NAME: NIVEDITHA P C

DATE: April 15,2022

PLACE: Bangalore



NTT DATA Global Delivery Services Private Limited

Block 2, 2nd Floor, D7
Plot No. 123, EPIP Phase II, Whitefield Industrial Area
Bangalore 560 066 India
Tel: +91.80.3342.6000

NTT DATA
Services**Annexure A**

At the time of joining, you are requested to bring the following documents in **Original** along with two copies of each. The original certificates are required for verification only and will be returned the same day.

1. Certificates & mark sheets supporting your educational qualifications:
 - a. Xth Certificate and mark sheet
 - b. XIIth Certificate and mark sheet
 - c. Degree Certificate/Provisional Certificate and individual semester mark sheets, consolidated mark sheets, course completion certificate (for each graduation / post graduation)
2. Three copies of your recent Passport size color photograph (white background)
3. Copy of NTT DATA Global Delivery Services Private Limited offer letter and completed pre-employment form
4. You are required to carry your passport at the time of joining

For any further clarification you can mail to Campus.Connect@nttdata.com.

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information, in such a case, you will be liable to be removed from the service without any notice.

Yours sincerely,
FOR NTT DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED

DocuSigned by:

Urmimala Sarkar

DD4D480B41314B9

URMIMALA SARKAR
DIRECTOR – TALENT ACQUISITION

We request you to please read and sign the enclosed copy of this letter and return it by **April 20,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

Signature: _____

DocuSigned by:
THANESH REDDY
DE34CC0870951E0
NALLAYYA GARI THANESH REDDY

Date: April 15,2022

Confidential



NTT DATA Global Delivery Services Private Limited

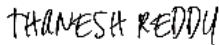
Block 2, 2nd Floor, D7
 Plot No. 123, EPIP Phase II, Whitefield Industrial Area
 Bangalore 560 066 India
 Tel: +91.80.3342.6000

**DECLARATION**

I, **NALLAYYA GARI THANESH REDDY** S/o, D/O, W/O Sathyanarayana Reddy, having permanent address at H.no 4-90,Chaparla palli,Manur,Ananthapur,Andhra pradesh, do hereby acknowledge, represent and confirm to NTT DATA Global Delivery Services Private Limited, (hereinafter referred to as "the Company", which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors, affiliates, sister concerns and assigns) that my offer will be subject to:

1. My willingness to relocate to any of the any of the locations of the Company. I agree that the Company reserves the right to depute / transfer my services to any other location/ centres of the Company/ client location/ Group Company in consistence with the Company's business/ project requirement and interests. In case I fail to accept such deputation or transfer, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.
2. My willingness to work in any of the shifts (i.e. either day or night shifts). I agree that the Company reserves the right to depute me to work in any of the shifts in consistence with the Company's business/ project requirement and interests. In case I refuse to work in any of the shifts as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.
3. My willingness to work in any kind of technology/ project. I agree that the Company reserves the right to depute me to work on any kind of technology/ projects in consistence with the Company's business/ project requirement and interests. In case I refuse to work on any kind of technology/ projects as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

I, do hereby verify and declare that the contents of this declaration are true and correct and given with my free will and consent, no part of it is false and nothing material has been concealed therein and I am solely responsible for its accuracy and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them.

DocuSigned by:

 SIGNATURE

NAME: NALLAYYA GARI THANESH REDDY

DATE: April 15,2022

PLACE: Madakasira, Ananthapur

28th Jan 2022

Ref: iOPEX/RRF4892.CAN20028/10526

APPOINTMENT LETTER

PAVAN P

#2402 11th main road 14th cross E-Block
Sahakara nagar, Bangalore, Karnataka, 560092

Dear PAVAN P

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **300,000/- per annum [Rupees three lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. Date of Commencement of Employment:

Your scheduled date of joining or commencement of employment with the Company shall be on or before January 28, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. Location:

Your current location of employment shall be **Bangalore**, India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - ESIC Scheme:

You will be eligible for coverage under ESIC Scheme. As per Section 56 (1) of ESI Act, 1948, you and members of your family whose condition requires medical treatment and attendance shall be entitled to receive medical benefit.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.



9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.

The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.


REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.


We welcome you to the iOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Sumitra CV
Director - HRA

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	8,750	105,000
	HRA	3,500	42,000
	Statutory Bonus	1,400	16,800
	Special Allowances	1,611	19,332
	Total Fixed Pay	15,261	183132
Variable Pay			
	Night Shift Allowance	5,500	66000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,243	14,916
	ESI(Employer's contribution)	496	5,952
	Sub-Total	1,739	20,868
	TOTAL CTC	25,000	300,000
	Net Pay	21,904	262,843

b) Retirals

- i. You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- ii. You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.


REGISTRAR


c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR


10. You shall communicate any change with regard to your expected date of Joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.


You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



28th Jan 2022

Ref: iOPEX/RRF4893.CAN20028/10527

APPOINTMENT LETTER

MADHUMITHA R

Door no 121 Pipeline kamath layout(RSB Bhavan Road)

Magadi main, Bangalore, Karnataka, 560091

Dear MADHUMITHA R

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **300,000/- per annum [Rupees three lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. Date of Commencement of Employment:

Your scheduled date of joining or commencement of employment with the Company shall be on or before January 28, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. Location:

Your current location of employment shall be **Bangalore**, India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - ESIC Scheme:

You will be eligible for coverage under ESIC Scheme. As per Section 56 (1) of ESI Act, 1948, you and members of your family whose condition requires medical treatment and attendance shall be entitled to receive medical benefit.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.



9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.

The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.


REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.


We welcome you to the iOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Sumitra CV
Director - HRA

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	8,750	105,000
	HRA	3,500	42,000
	Statutory Bonus	1,400	16,800
	Special Allowances	1,611	19,332
	Total Fixed Pay	15,261	183132
Variable Pay			
	Night Shift Allowance	5,500	66000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,243	14,916
	ESI(Employer's contribution)	496	5,952
	Sub-Total	1,739	20,868
	TOTAL CTC	25,000	300,000
	Net Pay	21,904	262,843

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.


REGISTRAR


c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR


10. You shall communicate any change with regard to your expected date of Joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



SPR

Human Capital Solutions



OFFER LETTER

Date: 12/02/22

BOPPEPALLI BHANUPRAKASH REDDY
Presidency University,
Bangalore.

Dear Bhanu prakash,

On behalf of SPR HUMAN CAPITAL SOLUTIONS, I am pleased to offer you the Employment. You have to report to HR with an anticipated after completion of your academics year(one Month training Period) You will have various responsibilities regarding the Company's activities and businesses, as management of the Company determines from time to time.

Salary will be Rs 21,500/Month (includes TA+HRA+PF+ESI). You will be entitled to leave, holidays, benefits, and other allowances as applicable to your category of employees and location of posting, in accordance with the rules of the Company.

Code of Conduct:

The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.

You shall maintain and keep in your safe custody such as Measuring instruments, Safety Equipment's and other assets that may be issued to you or may come in your possession and shall return the same when required in good condition.

You shall be solely responsible for any issues that may arise between you and your previous employer with regard to your previous employment and the Company /any of its personnel are not responsible for the same.

Termination:

- Probation period will be 3 months, during this period if company feels unsatisfactory with your work and behavior. Company reserves the right to terminate without prior notice.
- Your services are liable to be terminated, if you are medically unfit to carry out your duties.
- The Company reserves the right to relieve you from your services in case of business slowdown or if the company decides to downsize work force due to unforeseen circumstances.
- You fail to abide to instructions from your superiors, unauthorized absence, disloyalty, misconduct, non-performance and if any disciplinary action is taken against you.

Please note that you are governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you. We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association. We wish you all the best in your career.

SPR

Human Capital Solutions



NOTE : THIS OFFER LETTER IS VALID IF YOU QUALIFIED IN MEDICAL TEST ONLY

If you have any questions, please do not hesitate to call.

Please mail or fax your signed copy to the attention of Human Resources at the address on the offer letter.

Mahalaxmi



Yours sincerely

S.MAHALAXMI

Human Resources

Declaration

I have read, understood and have been explained in detail the above terms and conditions of employment and am accepting the same. I agree to abide by the terms and conditions of employment.

Agreed and Accepted:

Signature

Date

Plot No: 42, Ecil x Roads, Secunderabad-500062, Contact no: 9347163827, 9346683258
Visit: www.sprhumancapitalsolutions.com, Email: hr@sprhumancapitalsolutions.com

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

28th Jan 2022

Ref: iOPEX/RRF4891.CAN20028/10525

APPOINTMENT LETTER

MOHAMMED UVAIS

#43, Old Bamboo Bazaar Road, Near HKP Post Office,
Shivajinagar, Bangalore, Karnataka, 560051

Dear MOHAMMED UVAIS

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **300,000/- per annum [Rupees three lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. Date of Commencement of Employment:

Your scheduled date of joining or commencement of employment with the Company shall be on or before January 28, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. Location:

Your current location of employment shall be **Bangalore**, India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - ESIC Scheme:

You will be eligible for coverage under ESIC Scheme. As per Section 56 (1) of ESI Act, 1948, you and members of your family whose condition requires medical treatment and attendance shall be entitled to receive medical benefit.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.



9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

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If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

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REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.

We welcome you to the iOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Sumitra CV
Director - HRA

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	8,750	105,000
	HRA	3,500	42,000
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	Total Fixed Pay	15,261	183132
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	Provident Fund	1,243	14,916
	ESI(Employer's contribution)	496	5,952
	Sub-Total	1,739	20,868
	TOTAL CTC	25,000	300,000
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b) Retirals

- i. You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- ii. You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.


REGISTRAR


c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

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d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


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11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.


You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1213702

Letter of Intent ("LOI")

Dear CHATHARASI SAINATH ,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.


REGISTRAR


Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1213702**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1213702**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1213702**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

CHATHARASI SAINATH

Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/- (Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

Sainath
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
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Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 2294798

Letter of Intent ("LOI")

Dear K kALYAN BHARGAV,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.


REGISTRAR


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2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
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Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 2294798**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 2294798**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 2294798**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

K KALYAN BHARGAV

Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/- (Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Date: 30/06/2022

Sub:-Letter of Intent

To: NAVEED ALAM

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **"Trader cum Business Development Intern"** with us for the process of "ICICI Securities Ltd."

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

Your tentative joining shall be scheduled for ~~June~~ 2022.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR (HR@Employmentexpress.net). Failure to do so shall result in withdrawal of selection, and the offer shall be null and void.

It is hereby stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

Kindly mail the following documents to Hr@employmentexpress.net within 7 days of receiving offer-

- 1.Passport Size Photo-1
- 2.Pan Card
- 3.Aadhaar Card (front and back) With linked active Mobile Number.
- 4.Educational Mark-sheets & Certificates
- 5.Cancel Cheque/Bank Statement (Anyone)



Auth. Sig.

ROOM NO. 15, PLOT NO. 22, Near MUNICIPAL SCHOOL, KHERWADI,
BANDRA (E), Mumbai, Maharashtra, India 400051
+91-7905044451, +91-8770132412
info@employmentexpress.net
employmentexpress.net





APPOINTMENT LETTER

January 20, 2022

Dear BHEMISETTY VAMSHI KRISHNA,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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BANGALORE

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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BANGALORE



received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I BHEMISETTY VAMSHI KRISHNA, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: BHEMISETTY VAMSHI KRISHNA

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV


REGISTRAR


Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

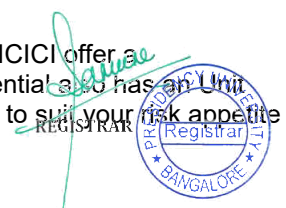
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature BHEMISSETY VAMSHI KRISHNA 20/1/2022 11:00 AM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074862


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear KASETTY NARASIMHA,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

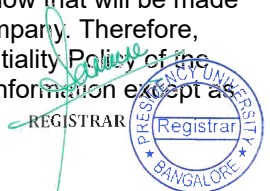
- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

REGISTRAR



REGISTRAR

REGISTRAR

BANGALORE

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I KANDULA YESWANTH, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: KANDULA YESWANTH

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

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Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

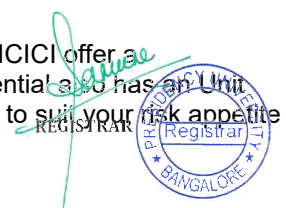
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature KASETTY NARASIMHA 20/1/2022 11.42 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074884


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear B Teja vardhan,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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BANGALORE



received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I B Teja vardhan, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: B Teja vardhan

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

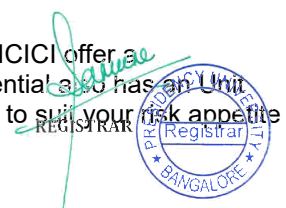
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature B Teja vardhan 20/1/2022 10:50 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074852


REGISTRAR




Letter of Intent

March 17, 2022
KARRI VARDHAN
Presidency University, Bangalore

Dear KARRI VARDHAN,

We are pleased to inform you that you have been provisionally short-listed for employment as **"Software Engineer Trainee"**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 4 Lac per annum.

You are required to sign a service agreement for a period of 2 years before the start of training programme.

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Before joining Hexaware and commencement of your training program, you will undergo the Early Intervention Program (EIP) to be conducted by Hexavarsity, our Corporate University.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to campusconnect@hexaware.com confirming your interest in joining Hexaware.

Yours faithfully,

For **HEXAWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads "Monica Mathur".

Monica Mathur
Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape,
Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500
(CIN) : L72900MH1992PLC069662 URL: www.hexaware.com



July 1, 2022

HRD/3T/1003450735/22-23

Mr. Bavigaddalokesh Naidu
No. 3/26C,
Mamillakunta
Ananthapur-515133
India

Ph: +91-6281358715

Dear Bavigaddalokesh,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2022.07.01 16:10:00 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

July 1, 2022

HRD/1003450735/22-23

Mr. Bavigaddalokesh Naidu
No. 3/26C,
Mamillakunta
Ananthapur-515133
India

Ph: +91-6281358715

Dear Bavigaddalokesh,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Definition

The following terms shall have the following meanings for the purpose of this Offer of Employment ("**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

Joining

Your scheduled date of joining the employment of the Company will be **12-Sep-2022**.

Location

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Training

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

Terms and Conditions during Training

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company` s pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Probation and Confirmation

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

Compensation and Benefits

Salary

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

Performance- linked Incentive

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I and Annexure - II of this letter. The mode of payment for Financial Year 2021 - 22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans.

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

Passport & Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2021-22. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet `Sparsh`. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

ANNEXURE - 9
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Bavigaddalokesh Naidu			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE -
(Compensation post successful completion of six months)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Bavigaddalokesh Naidu			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
4. INCENTIVE COMPONENTS				
		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)		1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)				26,250
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)				27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

Name: Poojith Kumar Sanakkayla

Address: 12-98, 2nd Lane, Hanumannagar,,
Ramavarappadu,,
Vijayawada - 521108,
India

Dear Poojith Kumar Sanakkayla ,

We are pleased to inform you that based on your application and the Subsequent interviews you had, you have been selected for the position of **Trainee Consultant-Talent Collaboration**.

Your joining date will be **Monday 09 May 2022**

On the first day of the employment, please report to:

Company Address: JoulestoWatts Business Solutions Pvt Ltd,
6th Floor,Vaswani Presidio,Panathur Main Road,
India

Reporting Time : 9.00 AM

You will be paid a gross annual salary of **Rs. 3,00,000/- (Three Lakhs only)**.

Your salary composition and other details are listed in the Employment Agreement annexed to this letter. Please indicate your acceptance to the Employment Agreement by signing and returning it within seven days from the date of this letter to the following address. Please retain the second copy for your records.

JoulestoWatts Business Solutions Pvt. Ltd

3rd floor, Vaswani Presidio
Bangalore - 560103

I look forward to welcoming you in our organization.

Should you need any further clarifications, please feel free to contact us.

HR Signature

Candidate Signature

JoulestoWatts Business Solutions Private Limited

3rd Floor, Vaswani Presidio, Panathur Main Road,
Off Outer Ring Road, Bangalore, Karnataka- 560103

www.joulestowatts.com

CIN : U74900KA2014PTC076748



EMPLOYMENT AGREEMENT

COMPENSATION STRUCTURE:

Your individual compensation is strictly between yourself and the Company. It has been determined based on various factors such as your job, skills, specific background and professional merit. This information and any changes therein should be treated as personal and confidential.

Your total annual CTC will be **Rs. 3,00,000/-** and its composition will be as follows:

	Head	Annual	Monthly
A	CTC	3,00,000.00	25,000.00
	Basic Salary	1,50,000.00	12,500.00
	House Rent Allowance (HRA)	60,000.00	5,000.00
	Stat Bonus	12,495.00	1,041.25
	Conveyance	9,205.00	767.08
	Medical	15,000.00	1,250.00
	Telephone	12,000.00	1,000.00
	Leave Travel Allowance (LTA)	12,500.00	1,041.67
	Total Gross	2,71,200.00	22,600.00
B	Deductions		
	PF Employer Contribution	21,600.00	1,800.00
	PF Employee Contribution	21,600.00	1,800.00
	Gratuity	7,200.00	600.00
A-B =	Net Take Home (Varies depending on Taxes)	2,47,200.00	20,600.00

1. Income Tax, Professional Tax and other applicable taxes shall be deducted from the salary on a monthly basis as per Government Policy.

The salary will be processed on 7th Working day of every month. However, if the 7th falls on a holiday, salary will be paid on the next working day. The monthly pay slips will be made available electronically.

If the joining date is after 20th of the month first salary will be processed along with the next payroll.

Salary will be disbursed on receipt of your PAN card number.

TIME SHEETS:

Shall send a hard copy/soft copy of the time sheets duly approved and signed by your Supervisor one business day in advance for processing salary every month to the following address:

Joules to Watts Business Solutions Pvt. Ltd

SJR I Park, Tower 4 Ground floor, Opposite to Satya Sai Hospital
EPIP Zone, Whitefield, Bangalore-560066

Delay in receiving the approved time sheets will result in a delay in payment of your salary.

STATUTORY BENEFITS:

You will be governed as per the respective acts of ESIC, PF, Bonus & Gratuity, as per the rules in force, from time to time.

BACKGROUND CHECK:

The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misrepresented any information in your application for employment or have furnished any false information or have concealed / suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

MEDICAL CHECK:

As per the Company policy, employees are required to undergo medical check on request at authorized medical centers and submit a duly certified copy of the medical certificate.

NO-SHOW:

Failure to report at the specified office on the **Monday 09 May 2022** shall be deemed as "No-Show". In such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.

JOB ROLES & RESPONSIBILITIES:

You shall be responsible for the performance of the functions expected of **Trainee Consultant-Talent Collaboration** and any additional functions and duties that may be assigned to you in connection with the business and operations of the Company.

You shall use the best of your efforts to promote, develop and extend the business of the Company and comply with the directions and regulations of the Company at all times, and in all respects.

REVIEW PERIOD:

Your performance will be reviewed to consider salary revision after 12 months from the date of joining.

Joules to Watts Business Solutions Private Limited

3rd Floor, Vaswani Presidio, Panathur Main Road,
Off Outer Ring Road, Bangalore, Karnataka- 560103

www.joulestowatts.com

CIN : U74900KA2014PTC076748



ASSIGNMENT:

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.

LEAVE:

You would be entitled to get maximum of 24 days of leaves per year. (pro rata bases)

HOLIDAYS:

As each region may have a different set of holidays, your holiday schedule will be governed by your office location.

DOCUMENTATION:

Upon being so required by the Company, you shall make, sign and execute all deeds, documents, and declarations as may be deemed necessary by the Company and/or its clients (including privacy and confidentiality agreements).

INDEMNITY:

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this agreement.

UN-AUTHORIZED ABSENCE:

Any absence for 3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

CONFIDENTIALITY & NON DISCLOSURE:

You hereby acknowledge that by the reason of your services with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its clients at substantial expense. In consideration of your services and the above disclosures, you agree that:

You will disclose to the Company all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your services with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours, at the Company facilities, or with the Company property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of services with the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with a supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into this Agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients which you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.

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NON COMPETE & NON SOLICITATION:

You agree that during your services with the Company and continuing for a period of twelve (12) months after termination of your services with the Company, you:

- a) Will not individually or on behalf of or in conjunction with any other person or entity (except on behalf of the Company), directly or indirectly, solicit, sell to, or perform similar services as provided by or available from the Company, for any clients of the Company.
- b) Will not seek and obtain employment, training, or contract for employment or seek to serve as you or otherwise to clients of the Company, customers, accounts or prospects, without the written permission of the Company.
- c) Will not directly or indirectly solicit or hire or cause others to solicit or hire any other employee of the Company.
- d) Unless pre-approved by the Company in writing, you will not, during the period of this assignment, prepare, compile, submit or publish any articles or contribute to any other publication or television serials / films / video presentations or assist anyone directly or indirectly in this regard.

WAIVER:

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

JURISDICTION:

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Bangalore, Karnataka, India.

LEAVING THE COMPANY WITHOUT SERVING NOTICE PERIOD:

If you wish to leave the services of the Company, a clear written notice of 30 days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice.

However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

TERMINATION BY THE COMPANY:

The company may terminate your services with or without cause under the following conditions:

With Cause: The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft, fraud or deceit; (2) conduct that has an adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the company.

Without Cause: (a) In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with a 30 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 30 days, calculated on the basis of the last basic salary.

(b) During probation period if the employment is terminated without Cause, the EMPLOYEE will be provided with 7 days prior written notice.

TERMINATION BY EMPLOYEE:

If you wish to leave the services of the Company, a clear written notice of 30 days has to be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice. However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

MORAL CONDUCT:

You shall not resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to your service or the service of any other employee.

ALTERNATIVE EMPLOYMENT:

You will be a whole time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or full time anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

COMPANY PROPERTIES IN YOUR POSSESSION:

You are expected to take proper care of company properties entrusted to you by the company.

In the event of your resignation/termination you are obliged to return all the company's property like access/ ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

CHANGE OF ADDRESS:

Any change of residential address should be intimated to the department head in writing within 3 days from the date of such change. Your address as indicated shall be the correct address for sending all communications to you unless otherwise intimated in writing by you. Communications addressed to you at the above address shall be deemed to have been duly served.

CODE OF CONDUCT:

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments.

Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

PLACE OF EMPLOYMENT AND TRANSFER:

You acknowledge and agree that you may be assigned, or liable to be transferred or deputed from one place to another and / or from one department / unit to another or any other subsidiary /Associate Establishment/or their contractors and clients either existing or to be set up in future any where in India or abroad purely at the discretion of the management depending upon the needs and requirement of the company. On such assignment, transfer, or deputation you will be governed by the Rules and Regulations and other working /service conditions as applicable at the place of posting including to consent to add/or agree to certain other agreements.

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www.joulestowatts.com

CIN : U74900KA2014PTC076748



PROBATION:

The Employee shall be on probation for a period of three (3) months from the date of joining. The Company shall be entitled to forthwith terminate the services of the Employee and this Agreement at any time during the probation period. The Company may in its sole discretion extend the Employee's probation period based on the Employee's performance, conduct and/or other factors as the company may deem fit. The Employee's probation period shall not be considered to be completed, unless the Employee's services are confirmed by the Company in writing by a Letter of Confirmation. Employee is not entitled for leaves during the probation period and leaves taken during probation will be considered as Loss of Pay.

DECLARATION:

This is to confirm that the documents and information provided by me to the Company for the purpose of my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this Agreement are fair, just and reasonable and I shall strictly adhere to the terms specified.

S. Pratik Kumar

May 6, 2022

Signature

Date

Fwd: Proposed offer from Skillmine - Danush N M

Ezhil Kumar-Mngr-Placement <ezhil.kumar@presidencyuniversity.in>

Sat 7/23/2022 3:57 PM

To: Vijay Kumar S L-Placement Officer <vijaykumarsl@presidencyuniversity.in>

📎 3 attachments (171 KB)

Candidate application form.docx; BGF form.doc; Copy of Employee Personal details final.xlsx;

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From: DHANUSH N M <201810102188@presidencyuniversity.in>

Sent: Saturday, July 23, 2022 1:02:31 PM

To: Ezhil Kumar-Mngr-Placement <ezhil.kumar@presidencyuniversity.in>

Subject: Fwd: Proposed offer from Skillmine - Danush N M

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From: Sindhura Mikkilineni <sindhura.mikkilineni@skill-mine.com>

Sent: Friday, 29 April 2022, 6:14 pm

To: DHANUSH N M <201810102188@presidencyuniversity.in>

Cc: Samir Mehta <samir.mehta@skill-mine.com>; Smtc-clientdelivery <Smtc-clientdelivery@skill-mine.com>; SMTC HR <smtc-hr@skill-mine.com>; Kalindi Gulati <kalindi.gulati@skill-mine.com>

Subject: Proposed offer from Skillmine - Danush N M

Dear Danush,

Congratulations from **Skillmine Technology Consulting Pvt Ltd!!**

After regimented evaluation and careful consideration, **Skillmine** is pleased to offer you the position of **Trainee** as part of its **INSEED programme**.

The objective of this programme is to identify the fresh talents from campus and groom them to empower our delivery teams.

On your acceptance of the offer, we will put you under an intensive training programme (Instructor Led/On the job) up to a period of 3 months starting from **02nd May 2022**. A honorary **stipend** of **INR 15,000** per month will be paid during this training period. Upon successful completion of the training programme & evaluation, you will be assigned to project (client location) w.e.f. **02nd August 2022** and your CTC will be **4.0 Lakhs per Annum**.

During the training period, you are not eligible for any kind of statutory benefits from the company other than the stipend & medical insurance.

You will also be required to sign an **2 years mandatory Employment Service Bond** with **Skillmine** on the starting day of your training which will become effective from the date of your joining the delivery team. You will also be



required to submit your original educational certificate during the entire duration of Employment Service Bond. In the event of leaving **Skillmine** during the training period, you need to pay a penalty of **INR 2,00,000** to the company.

This offer has to be accepted by **Friday, 29th April 2022**. Please give your confirmation via Email as **"I am confirming the acceptance of the offer and completely agree with the Employment Service Bond terms, ready to work in shifts, relocate as per business demands"**. If we do not hear back from you within the defined period, this offer will be deemed to be cancelled.

You are required to report at the **below mentioned address** and submit the mentioned documents (as mentioned in Annexure A) on your joining date i.e. **02nd May 2022**. (One Set photo copy and original documents for verification).

Skillmine Technology Consulting

#714, Palm Springs, Link road, Malad West, Mumbai
Maharashtra-400 064

Contact Person:

Supriya Anil Mahadik

Ph- 8828701437 / 8108518751

supriya.mahadik@skill-mine.com

Annexure A:

1. Completed application form
2. Candid Photo (Clear and high resolution)
3. PAN and Aadhar Card
4. All education certificates and marksheets starting from SSC (Tenth Standard) onwards.
5. Cancelled cheque.

Please connect with **HR** team member (**Kalindi- 9891543147/ 8595214188** , Email - kalindi.gulati@skill-mine.com) on **02nd May 2022** to complete the joining formalities. If you have any questions, do not hesitate to connect with our HR team.

We have attached the candidate application form please fill and send it back to me at earliest and along with the scanned copied of Aadhar , PAN and Cancelled cheque .

Welcome Aboard!!!

Thanks & Regards,

Sindhu Mikkilineni
Sr. Executive – Human Resource

Skillmine Technology Consulting,
Novel Tech Park, First Floor,
#46/4, Kudlu Gate, Hosur Road,
Bengaluru – 560068

Mob: +91 9347825936

Email: sindhura.mikkilineni@skill-mine.com

Web: www.skill-mine.com



Skillmine Technology Consulting Disclaimer: This message is for the sole use of the intended recipient(s) and may contain confidential, proprietary or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the original intended recipient of the message, please contact the sender by reply email and destroy all copies of the original message. Any statements made herein that are tantamount to contractual obligations, promises, claims or commitments shall not be binding on Skill-mine Technology Consulting unless followed by written confirmation by an authorized signatory of the Company.

Sanne
REGISTRAR



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Date: 2nd May 2022

To,
Midhun John Sam
Thykoottathil House, Santhosh Jn,
Pathanamthitta-689645
Kerala, India

Sub: Offer letter and terms and conditions

Dear Midhun,

We are pleased to offer you a position at our organization Designs in Change Technology Private Limited (also called "NWORX") on the following terms and conditions.

1. Designation : Client Success Operations Specialist-Trainee
2. Probation period : 6 months from the date of joining or as decided by the management based on performance.
3. Annual Compensation during probation: : Rs. 22,000 p.m.
4. Annual Compensation after probation: : Decided based on performance after training/ probation period
5. Date of joining : 9th May 2022
6. Your compensation structure is provided in Annexure A. Contribution to Provident Fund is in accordance with the Company rules which may be published and revised from time to time at the sole discretion of the Company and would be structured in accordance with the prevalent guidelines. The Company may restructure a part or the entire salary protecting the Cost to the Company offered to you.

7. You will be on probation for 6 months or as decided by the management. If you successfully complete your probation, you will be offered a permanent employee position at Designs In Change.
8. During the probation period you will not be entitled to any paid leave.
9. You shall be solely responsible for payment of all income tax arising from this employment. The Company will make necessary statutory deductions from your compensation including but not limited to Income taxes.
10. You will be entitled to join the Provident Fund, Superannuation Scheme & Gratuity in accordance with the applicable scheme as and when introduced.
11. After the probation period you will be entitled to 18 business days leave every year as per the Company's Policy.
12. Without the prior written consent of the Company, you are not permitted to hold any other employment or engagement or be in any way interested in any capacity in any other organization, profession or occupation or pursue any course of study or work part time which may prevent you from carrying out all your duties for the Company or which may give rise to conflict of interest with the Company.
13. You will comply with the Company regarding data protection. During your employment with the Company, you may come into possession or become familiar with information that is confidential and sensitive in nature, such as those relating to clients, business partners, terms and conditions of contract and transactions, copyrights, patents, systems that relate to the Company's operations, training model, processes and technical information used and future plans of the Company. You undertake that no part of such information will be disclosed to any person without the prior written approval of the Company.
14. Your place of posting would be in Bangalore. The Company reserves the right to transfer you to any of the subsidiaries/associates/offices at any place, existing at present or which may be established in future.
15. You understand and confirm that all copyrights, ownership and intellectual property rights in any work of any nature carried out by you during your employment with the Company and on behalf of the Company, shall vest with and remain with the Company and you would

not be entitled to claim any right, title or interest therein including any moral rights. To the extent any of the rights would vest in you by operation of law, you shall execute all documents/agreements as may be considered necessary for assigning the said rights in favor of the Company on an irrevocable, worldwide, perpetual basis without any consideration.

16. During probation, either party can terminate the agreement at any given time. The company will not be liable to give any notice for such termination. If the employee terminates the contract during probation, the employee will be required to give notice period of one month.
17. After probation, the notice period required to be given by either side is two months in writing in case of termination or two months compensation in lieu thereof.
18. In case the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter, in token of your having understood and accepted the same. This offer letter is valid for 3 calendar days including the date of issuance of this letter.

We are confident you will be able to make a significant contribution to the success of our organization and look forward to working with you.

Regards,

For Designs In Change Technology Private Limited

**Shwetal
Shubhadeep**

Digitally signed
Shubhadeep
Date: 2022.0



Shwetal Shubhadeep
Founder and Chief Operating Officer

Place: Bangalore

Date: 2nd May 2022

I have read the above terms and conditions of employment and accept the same.

Name: Midhun John Sam

Date: 2nd May 2022

Annexure A

Salary Structure

1) During probation

Component	Annual
Basic	11,000
HRA	4,400
Special Allowances	6,600
Total	22,000

Note:

1. Tax will be deducted as per statutory laws.
2. Bills need to be submitted for HRA and other reimbursements. Else requisite tax will be deducted in the last month of the financial year.
3. Medical insurance of a sum insured of Rs. 3,00,000 will be provided (after end of probation period) for employee, spouse and children.

RE: CTC Breakup- JUNAID AHMED .| Bristlecone India Limited (A Mahindra Group)

Shanthi M <shanthi.manohar@bristlecone.com>

Fri 4/29/2022 10:14 AM

To: JUNAID AHMED <201810101942@presidencyuniversity.in>

Cc: Atanu Dutta-DGM - Career Services & Industry Connect <atanudutta@presidencyuniversity.in>

Hi JUNAID AHMED .

Please confirm me your date of joining , we can on board you immediately if there is no final exam and no leave required .

Regards,
Shanthi.M

From: Shanthi M
Sent: 29 April 2022 10:13
To: '201810101942@presidencyuniversity.in' <201810101942@presidencyuniversity.in>
Subject: CTC Breakup- JUNAID AHMED .| Bristlecone India Limited (A Mahindra Group)

Hi JUNAID AHMED .

On behalf of all the members of Bristlecone family, we welcome you. We have really enjoyed speaking with you and getting to know you over the past few weeks.

Kindly find below the Letter of Intent. Please note this is not an actual offer letter.

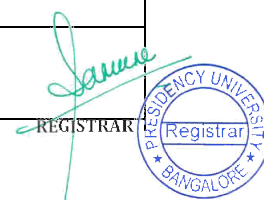
The actual offer will be shared with you after the acceptance of LOI and internal approvals. Kindly mail us your acceptance.

NAME : JUNAID AHMED .		
DESIGNATION : Associate		
DATE OF JOINING :		
COST TOCOMPANY :		INR 425,000
FIXED SALARY :		INR 425,000
VARIABLE PAY :	0.00%	INR 0
LOCATION :		
SALARY COMPONENTS (INR)	MONTHLY	ANNUAL

Shanthi
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

BASIC SALARY	INR 15,000	INR 180,000
FLEXI PAY*	INR 17,895	INR 214,742
PROVIDENT FUND (Employer Contribution)**	INR 1,800	INR 21,600
GRATUITY (Employer Contribution)***	INR 722	INR 8,658
MONTHLY GROSS SALARY (PRE-TAX)	INR 31,095	
Fixed Salary includes company's contribution to Provident Fund & Gratuity		
Basic Salary will be INR 180,000 or 25% of Fixed salary, whichever is higher		
Monthly Gross Salary (Pre-Tax) includes Basic and Flexi Pay, less Employee's contribution to PF		
*Please refer to Annexure I for details on Flexi Pay components		
#Balancing amount after selecting Flexi Pay options shall be paid as Supplementary Allowance		
**PF contribution as per prevailing laws is 12% of basic pay		
***Gratuity is as per prevailing laws is 4.81% of Basic Pay - Employees completing 4 Years & 240 Days of continuous service are eligible for Gratuity payout		

Flexi Pay Components		
Options	Monthly	Yearly
House Rent Allowance	40% of Basic (Non-Metro Cities) & 50% of Basic (Metro Cities)	
Meal Coupons	Fixed at INR 2200	Fixed at INR 26400
Child Education Allowance	Fixed at INR 100	Fixed at INR 1200
Telephone Reimbursement	Fixed at INR 1500	Fixed at INR 18000
LTA (Leave Travel Allowance)	Fixed at INR 6250	Fixed at INR 75000
Books & Periodicals	INR 1000	INR 12000



Car Running & Maintenance Reimbursement	INR 1800 for all vehicles below 1600 cubic capacity and INR 2400 for all vehicles above 1600 cubic capacity	INR 21600 for all vehicles below 1600 cubic capacity and INR 28800 for all vehicles above 1600 cubic capacity
Driver's Salary	Fixed at INR 900	Fixed at INR 10800

You will be eligible for total Flexi Pay as per the CTC letter with the flexibility to choose any / all of the above-mentioned elements to create a tax efficient salary structure as per your need. Tax benefits on the above-mentioned options is subject to submission of bills. If bills are not submitted by the end of financial year, the amount is paid to employees post applicable tax deductions.

Mediclaim:

- Over and above the committed fixed CTC, company is providing Mediclaim insurance coverage for a sum insured amount of Rs.6,00,000/- per annum as a family floater (for self, spouse and 2 children). Besides this, voluntary options have been given to employees to cover their dependent parents at corporate rates on a self-paid basis
- Also, the company provides coverage under group personal accident (GPA) Insurance as per the company's policy.

Please note this is not the final offer

Kindly share the below listed documents only in PDF format along with Application form (attached)

- Graduation degree certificate
- Post – Graduation degree certificate
- Appointment letter of previous company (If applicable)
- Relieving letter of previous company (if applicable)
- Last 3 months payslips
- PAN card copy
- Aadhar card copy
- Passport copy
- 3 passport size recent photographs (with white background)

Thanks,

Urmila Vetal

Talent Acquisition

Pune, Maharashtra - INDIA

Email : urmila.vetal@bristlecone.com | www.bcone.com

BRISTLECONE



DISCLAIMER : - The contents of this E-mail (including the contents of the enclosure/(s) or attachment/(s) if any) are the privileged and confidential material of Bristlecone and should not be disclosed to, used by or copied in any manner by anyone other than the intended addressee/(s). If this E-mail (including the enclosure/(s) or attachment/(s) if any) has been received in error, please advise the sender immediately and delete it from your system. The views expressed in this E-mail message (including the enclosure/(s) or attachment/(s) if any) are those of the individual sender.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

Sanna
REGISTRAR


Date: 30/06/2022

Sub:-Letter of Intent

To: GAURAV SINGH

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

Your tentative joining shall be scheduled for ~~June~~ 2022.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR (HR@Employmentexpress.net). Failure to do so shall result in withdrawal of selection, and the offer shall be null and void.

It is hereby stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

Kindly mail the following documents to Hr@employmentexpress.net within 7 days of receiving offer-

- 1.Passport Size Photo-1
- 2.Pan Card
- 3.Aadhaar Card (front and back) With linked active Mobile Number.
- 4.Educational Mark-sheets & Certificates
- 5.Cancel Cheque/Bank Statement (Anyone)



Auth. Sig.

**ROOM NO. 15, PLOT NO. 22, Near MUNICIPAL SCHOOL, KHERWADI,
BANDRA (E), Mumbai, Maharashtra, India 400051
+91-7905044451, +91-8770132412
info@employmentexpress.net
employmentexpress.net**



Warm Welcome

15/12/2021

Mr Preetham Himakar
Applicant ID : 287153
no 437, 4th cross AMS layout Vidyaranyapura Bangalore

Sub: Letter of Appointment

Dear **Mr Preetham Himakar**

We are pleased to make an offer of employment on behalf of Sasken Technologies Limited (formerly known as Sasken Communication Technologies Ltd) (hereinafter referred to as '**Sasken**' or the '**Company**' as the context may require), on the following terms and conditions:

Designation: ASSOCIATE SOFTWARE ENGINEER

Band: Graduate Trainee

Date of Joining :01 Aug 2022

Location: Bangalore

You will be reporting to **Mr V Madhusudana D Rao , Program Manager**

Total Compensation: Your Total Compensation will be **Rs. 509893.00** per annum. The salary structure is described in the Salary Stack Up Sheet (**Annexure-1**).For the relocation benefits you are entitled to refer Annexure-2.

Your individual remuneration is a confidential matter purely between yourself and the company and has been arrived at based on the role/job, skill specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

Other Benefits: You will be eligible for the following:

1. Leave, holidays and working hours as applicable to your category of employees and location of posting.
2. Perquisites, if any, as applicable to your category of employees and/ or based on functional requirements as determined by the company
3. Group Medical Insurance coverage, Group Personal Accident and Life Insurance coverage. Sasken encourages all employees to opt for Sasken Mediclaim Policy mandatorily. We also encourage employees to ensure that they have their immediate family covered under the policy. Employees may be allowed to opt out of the insurance cover for themselves, if they provide proof of their coverage

under other Medclaim Insurance Policy. The Insurance premium may vary each year and will be communicated to the employees during the renewal of the policy.

4. Participate in the company Provident Fund Scheme as per the rules and policies applicable to your category of employees.

Terms of Employment

Working Hours: Being a result oriented company, we believe in flexible timings. The working hours is as per Company policies. However the company expects every employee to put in minimum of 8.5 work hours per day(excluding lunch break). In case you are at customer location, you are expected to follow the customer work schedule and you may be required to work for 6 days a week or more than 42.5 hours a week, which will not be additionally compensated. You may be required to work on shifts based on customer requirements.

Place of Work: At Sasken, the execution of the project can be at any of the Sasken facilities or at Client location. You will be required to work at any location as determined by the Company from time to time and you consent for the same.

Increment and Promotions: Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are ordinarily given as per the Company Salary Revision cycle.

Retirement Age: You shall retire in the normal course from your services of the company on attaining the age of superannuation that is on the last working day of the financial year following your 60th birthday or earlier if you are found to be medically unfit.

Termination / Notice Period: We hope your association with us will be a very long one. However, this association may be terminated by either party by giving two months' notice. However, in the event of willful neglect of your duties, breach of trust, gross indiscipline, any other serious dereliction of duties or other misconduct that may be prejudicial to the interests of the company, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever. Sasken reserves the right to pay or recover salary in lieu of notice period from your full and final settlement amount and you consent for the same. Unauthorized absence or absence without permission from duty for a continuous period of 5 working days, shall result in the loss of your lien on employment. In such case, the Company shall be entitled to terminate your employment forthwith. Without prejudice to the generality of the foregoing the Company reserves the right to demand a "No Claim statement" at the time of separation as a condition precedent to close your full and final settlement.

Travel: You are liable to undertake travel on company work for which you will be reimbursed travel expenses as per prevailing Company policy applicable to you.

Assignment/Transfer: You are liable to be assigned/transferred in such capacity as the company may from time to time determine to any other location within or outside India, department, function, establishment, or branch of the company or subsidiary, associate or Affiliate Company, either in existence or which may come into existence. In such cases you will be governed by the terms and conditions of service applicable to the new

assignment. Notwithstanding any assignment/transfer to any branch, subsidiary or affiliate, the Company shall have the right to recover any of its dues from the salary payable to you by any of its branch, subsidiary or affiliate and you consent for the same. In cases where the assignments are made to customer projects, you consent to honor the commitment made to the customer project for a minimum period of six months unless otherwise specified by Sasken.

Pursuant to any business arrangement, including but not limited to, a sale of assets, merger, takeover, acquisition, or hive-off, the Company may also transfer you onto the rolls of another entity and you consent for such transfer.

Medical Fitness: By accepting this offer there is an implicit confirmation by you that you are medically fit to effectively perform the job for which you are employed or for any other assignment that may be given to you from time to time. You may be called upon, to undergo medical examinations, as the management may deem necessary. In the event the examination reveals any ailment including any physical or mental impairment that (i) prevents or hinders you from performing your assignment effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to discharge your services with immediate effect, without any compensation or notice.

Conflict Of Interests: You are required to engage yourself exclusively in the work assigned by Sasken and shall not undertake any independent or individual assignments (whether the same is Part time or full time, in an advisory capacity or otherwise) directly or indirectly, with or without compensation, without the express written consent of the Sasken Management. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at the discretion of the Company.

Confidentiality: Upon reporting to work, you will be required to execute a Confidentiality Agreement in favour of the Company and/or its customers (the 'Confidentiality Agreement'). You hereby unconditionally undertake not to use the confidential information of the Company and /or its customers, at any time and your confidentiality obligations shall survive termination/cessation of your employment with the Company. In the event of breach by you of this confidentiality provision and/or the provisions of the Confidentiality Agreement, while in the services of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you.

Further you shall not, during the employment, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and shall not bring onto the premises of Company, its affiliates or parent company or utilize for any purpose in connection with their respective business, any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. In the event of breach, you shall be solely responsible for any claims from your previous or former employer and further undertakes to defend, fully indemnify and hold harmless the Company its affiliates and subsidiaries from all or any claims demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, fines, judgments, settlements, expenses (including attorneys' fees) and costs (collectively, "**Claims**"), that may be asserted against or incurred by the Company its affiliates and subsidiaries.

As an employee you will have access to the confidential information of the Company and to the valuable trade and business connections belonging to the Company, which are essential to the continued success of the Company. The disclosure of any such confidential information or exploitation of such trade or business connection otherwise than to the benefit of the Company would do serious damage, financial and otherwise to its business. Therefore you shall not without the prior written consent of the Company during your period of employment and for a period of two years after the exit, whether alone or jointly with, or as principal, partner, agent, director, employee, or as consultant, directly or indirectly be engaged in any executive or technical capacity in any business concern which shall be in competition with any of the businesses carried on by the Company as on the date of exit, for whatever reason.

Compliance with Data Protection Laws: As an employee you must ensure compliance with the Data Protection Laws when handling personal data in the course of employment including personal data relating to any employee, consultant, customer, client, supplier or agent of Sasken. As an employee you will also comply with the IT corporate policy and other communication policies while handling personal data.

In case of failure to comply with the Data Protection Laws or any of the policies listed above the same may be dealt with under our disciplinary procedure of Sasken and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

“Data Protection Laws” means data protection and privacy laws, regulations, regulatory requirements and codes of practice and code of data protection and privacy policy of Sasken in connection with its data processing obligations or which may otherwise apply, including laws applicable in the country or countries where personal data is collected, held or processed, including the Data Protection Directive and Directive 2002/58/EC and 95/46/ EC (and respective local implementing laws) and the Privacy and Electronic Communications Directive 2002/58/EC, regulations issued by the USA Department of Health and Human Services, and any applicable guidelines and codes issued by a competent data protection authority, or other competent governmental body or agency, in respect of such laws, or any subsequent directives.

Non - Solicitation: During the period of employment and for a period of two (2) years after the date of termination of your employment with the Company, you shall not either directly or indirectly, either alone or in association with others (i) Solicit, or encourage any organization and/or any third party to Solicit, any customers and suppliers of the Company or its affiliates and subsidiaries; (ii) Hire for employment, or engage as an independent contractor or permit any organization to Hire for employment, any person who is in employment of the Company or its affiliates and subsidiaries.

The term “**Solicit**” shall mean, but is not limited to any request or appeal made directly or indirectly, either oral or written, or any endeavour to obtain, seek or plead for business or securing a promise of business or an attempt to advertise, promote, sell, distribute products or services or issuance of an offer for products or services, submission of a quotation or request for any favours of commercial value addressed to any customers and suppliers of Sasken, which may directly or indirectly result in interfering with the business relationship of the Company or its affiliates and subsidiaries with its customer and suppliers.

The term “**Hire**” shall mean, but is not limited to a request or appeal or an attempt to offer or to offer an opportunity for employment or contractual work directly or indirectly, with or without wages to any employees of the Company or its affiliates and subsidiaries.

Non Disparagement: You undertake to refrain from making any negative or disparaging statements (orally or in writing) about Sasken or its stockholders, directors, officers, employees, products, services or business practices, at any point of time for any publication in the print media, internet, blog or in any other media and shall further refrain from urging or influencing any person to make any such statement or engage in any conduct, which goes against the interest of Sasken, in any manner. This covenant shall survive & continue in perpetuity and shall be binding on the Employee, at all times.

Intellectual Property Ownership: You hereby agree that any idea, invention, design or discovery, and any intellectual property rights arising there from, whether conceived or made by you alone or with others, during the employment (whether during the course of your normal duties or other duties specifically assigned to you and whether during normal working hours or using the facilities of the Company or otherwise) which relate to the business of the Company or not, are the property of the Company and you hereby assign any such rights which original vest in you to the Company and unconditionally and irrevocably waive all moral rights in the same.

If you conceive or make or are involved in developing any such idea, invention, design or discovery and any intellectual property rights arising there from, you will immediately disclose all information concerning the same to the Company (but otherwise keep the same confidential) and at the Company’s request assign (and do everything necessary to assist in the assignment of) your intellectual property rights in the same in any jurisdiction worldwide to the Company without receiving payment. You hereby agree to enter into a detailed intellectual property assignment agreement, with Company and/or its Customers, when requested by Company.

Company Property: You are expected to use the Company property including tools, software, hardware, laptops office and other equipment with due care and diligence. You may be liable to compensate the Company for any loss or damage the Company may incur as a result of damage or destruction to the Company property arising out of your negligence or misconduct.

Upon termination of the employment for any reason, you shall immediately return to the Company all property, including, but not limited to, laptops, documents, papers, records, accounts, specifications, catalogues, drawings, lists, correspondence, keys, visiting cards, security passes or the like relating to the Company's business which is in your possession or under control and you must not take copies of the same without the Company's express written authority.

Personal Data: You will keep us informed of any change in your residential address, your e-mail address for correspondence, your civil status, and educational professional qualification. In the event of any change in the data or information provided by you at the time of joining the company, you will immediately update all such information in the online employee information sheet so as to keep all records updated and accurate at all



times. Any notice required to be given to you shall be deemed to have been duly and properly served if delivered to you personally or sent by registered post to you at your address, as recorded with the Company.

Sasken takes all reasonable security measures to protect the Personal Information of their employees against loss, misuse or unauthorized access, disclosure, alteration or destruction.

Statement of Facts: It must be specifically understood that this offer is made based on your proficiency on the technical / professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or overseas. In case, any information furnished by you in your application or during the selection process is found to be incorrect/false/ misleading, and/or if it is found that you have suppressed any material information in respect of your qualification or past experience, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company reserves the right to terminate your services anytime without notice or compensation in lieu thereof.

You covenant that as at the date of joining Company you will not be under any obligation, restriction or duty, whether express or implied, to any third party which might or will adversely affect your ability to enter into this employment or which might or will prevent or restrict you wholly or in part, from performing the duties herein.

Recovery: The Company shall be entitled to require you to execute a Service Agreement undertaking to serve the Company for a minimum stipulated period, in the event that the Company is desirous of imparting to you any specialized training relevant to your employment with the Company and you consent for the same. In such a case, you shall be entitled to terminate your employment with the Company only on the completion of the stipulated service period agreed to and provided therein or you shall repay to the Company, a pre determined amount covering all the costs paid to you or on your behalf on this training. Refusal of attending or receiving such training shall be a misconduct. In the event of failure to pay the pre- determined amount, the Company shall be entitled to adjust the same from your full & final settlement and you consent for the same. If the full & final settlement amount is not sufficient to recover the pre- determined amount, the Company may at its sole discretion initiate appropriate legal proceedings for recovery of the balance amount.

Communication on Salary Revision: Any communication on salary and benefits, present or future, will be valid only if communicated by the designated persons from HR. In this regard, no other communication made by reporting manager, functional head or any other managers will be considered valid and binding on the Company.

Background verification: This offer is valid subject to Background verification clearance. However, in the event of discrepancy in the information provided, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever.

Equal Opportunity Employer: Sasken is committed to being an equal opportunity employer that will provide equitable access to all in terms of employment opportunities, career advancement and compensation and benefits without any discrimination based on factors such as gender, sexual orientation, nationality, religion, and disability among others. Equity, justice and fairness will be the guiding principles governing every decision

related to the Company policies. You are responsible for upholding the spirit of the policies, embracing commitment to our foundational values IRISE, and business values LEAP. You pledge to act in a manner that ensures compliance and avoids violations.

Policies and Practices: The employment terms contained in this letter are not exhaustive and are subject to Company policies including Sasken Code of Conduct and Sasken NDA. The employee agrees to abide by all the Company rules, regulations, instructions, policies, practices and procedures that the Company may amend/abrogate/modify/rescind from time to time and to identify the Company for any loss suffered as a consequence of a breach by you of the Company's rules, regulations, instructions, policies, practices and procedures. All Company policies, practices and procedures are available on Company's intranet and the same shall override any oral or written communication made by any employee. You acknowledge and agree that any written communication made by any employee that deviates from policies practices and procedures published on Company's intranet shall not be binding on the Company, unless such written communication is counter signed by HR Head or any members of the Governing Council. You are advised and instructed to go through the policies and strictly adhere to them. Violation, Noncompliance or breach of any of the Company policies and regulations shall be considered as serious misconduct and dereliction of duty, which can call for immediate termination of employment.

Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provision of this agreement shall continue in full force and effect.

Order of precedence: This employment / offer letter represents the entire agreement between you and the Company and supersedes and replaces any prior representations, promises, understandings, communications or agreements, whether oral or written, between you and the Company regarding the subject matter described in this offer letter, including any offer letter earlier issued by the Company to you. This letter agreement may only be changed, altered, modified or amended in a written document signed by you and a duly authorized signatory of the Company.

To indicate your acceptance of the company's offer please sign and date the duplicate of this Offer letter and send to offers@sasken.com of Talent Acquisition-Team at the earliest.

You are required to report to the Sasken office address at 9.00 am on the date of your joining, and the offer stands withdrawn thereafter, unless the reporting date is extended and communicated to you in writing. Please ensure that you reach the office at the designated time for the joining formalities. At the time of joining, you are requested to submit the documents as per Annexure 3.

We hope that our association will be a long, fruitful and mutually satisfactory one.

Yours sincerely,
For **Sasken Technologies Limited.**

Digitally signed by EE211476
Date: 2021.12.15 15:12:20 IST
Location: BANGALORE

Anu Zachariah
Chief People Officer

I acknowledge that I have carefully read and fully understood and accept all the contents of this Offer letter and that I am voluntarily & unconditionally accepting the same. I understand that I am required to sign this Offer letter as a condition of my employment with Sasken.

Mailing address : no 437, 4th cross, AMS layout, Vidyaranyapura, Bangalore

Permanent address : no 437, 4th cross, AMS layout, Vidyaranyapura, Bangalore

DOB : 24 Dec 2000

Father's / Husband's Name : K Himakara

My joining date will be:

Signature:

Date:

Enclosures:

Annexure 1- Salary Stack Up Sheet; Annexure 2 – Relocation Benefits; Annexure 3 – Joining Formalities

Annexure 1

SALARY STACK UP SHEET

Mr Preetham Himakar	
Salary Stack Up Sheet For Graduate Trainee	
Compensation Structure	Amount in INR
A.Fixed Pay	450000.00
A1. Basic	205764
A2. Flexible Benefits Pay	219544.00
A3. Statutory Bonus	0.00
A4. Employer Contribution of PF	24692.00
B. Variable Pay	50000.00
C. Gratuity	9893.00
D. CTC (= A+B+C)	509893.00

Note: Variable Payout will be based on the Company Variable Pay Plan policy.

Compensation Structure (Take home)
Mr Preetham Himakar

Components of Salary	Value in INR	
	Monthly	Annum
Earnings		
BAND		Graduate Trainee
VPP %		10
Gross	37500.00	450000.00
I. EARNINGS		
A. Basic	17147	205764
B. Flexible Benefit Pay	18295.00	219544.00
i. House Rent Allowance		
ii. Conveyance Allowance		
iii. Medical Expenses Reimbursement		
iv. Leave Travel Allowance		
v. Children Education Allowance		
vi. Children Hostel Allowance		
vii. Refreshment Allowance		
viii. Hospitalization Reimbursement		
ix. Other Allowance		
x. Superannuation employer (Max 15% of monthly gross)		
C. Statutory Bonus	0.00	0.00
D. Company Contribution of PF	2058.00	24692.00
F. Fixed pay (A+B+C+D)	37500.00	450000.00
G. Variable pay	4167.00	50000.00
H. Total Salary (F+G)	41667.00	500000.00
I. Gratuity	824.00	9893.00
K. CTC (H+I)	42491.00	509893.00
II. STANDARD DEDUCTION		
L. Employee contribution of PF	2058.00	24692.00
M. Professional Tax	200.00	2400.00
N. Total deduction (L+M)	2258.00	27092.00
O. Net Pay before Tax((A+B+C) - N))	33185.00	398217.00
Note: Net pay before tax mentioned subject to: 1. Income Tax deduction. 2. Professional tax varies from State to State 3. Any other statutory deduction which is not mentioned above		

Annexure 2

DOMESTIC RELOCATION BENEFITS

15/12/2021

Dear **Mr Preetham Himakar**

Welcome to the Sasken Family.

In order to make your transit smooth, we offer the following benefits to help you and your family relocate from the current place of stay to Bangalore. You must claim reimbursement of these expenses within one month of your joining Sasken.

Shifting of personal effects in case of intercity movements: In case you are moving personal effects, the company will pay for its moving, on actuals subject to limits as per the Sasken Domestic Relocation Policy. This includes charges of Insurance, Packing, Loading, Unloading, and Unpacking. All bills in original have to be submitted for claiming the same.

Reimbursement of Relocation expenses in case of intercity movements: All the relocation expenses are one-time reimbursements. Hence once you have joined you can get these expenses reimbursed. You can do this by attaching a relocation reimbursement form to all the documents supporting your expenses, and getting it approved by your manager. You could then forward it to Finance through HR, to get a reimbursement.

Assistance in Housing: Brokerage charges up to fifteen days rent will be paid subject to the limits defined as per Sasken Domestic Relocation Policy. Sasken also provides an interest free housing security deposit loan. The loan will be recovered from your salary in 18 equal monthly instalments starting from the following month of the loan sanction.

Notice Pay: If Sasken has agreed 'at the time of selection' to reimburse the notice pay, the same will be reimbursed on production of a receipt from the previous employer.

Please note that all relocation reimbursement expenses will be considered as taxable income. This tax liability would be borne by the employee.

If you leave the Company within one year of joining, you will have to refund the entire amount spent by the company in relocating you and your family as per the Domestic Relocation Policy of the company.

For any further clarifications / doubts in this regard, please contact offers@sasken.com.

Yours cordially,

For **Sasken Technologies Limited**



SASKEN

Anu Zachariah
Chief People Officer

Annexure 3

JOINING FORMALITIES

15/12/2021

Dear **Mr Preetham Himakar**

Thanking you in anticipation for opting to join us and welcome to the Sasken family.

Pre-joining Process : We would require the following information from you fifteen days prior to your joining, to make your joining process as smooth as possible.

- Your actual date of joining
- If you are relocating and you need initial assistance for accommodation
- PAN details

At Sasken we encourage joining preferably on Monday's but offer flexibility to join on all working days at 9:30 A.M.

Please use the checklist below, for all **MANDATORY** documents, which need to be produced on the day of your joining. **If you are without all your documents on the day of joining, we would be unable to continue with your joining formalities for that day.** You would need to return on the following joining schedule. We request you to inform us ahead of time of any issues pertaining to your joining or with respect to producing any of the required documents on the joining date. This will help us to plan accordingly.

Note: Please carry the original copies of all mandatory documents. The originals are required only for verification purpose and will be handed over back to you post verification.

1. Experience certificate from all the previous organizations
2. Last three month pay slip (Most recent employment)
3. Highest qualification degree certificate + All Semester marks sheet
4. Copy of Passport (if you have)
5. Copy of all visas including the expired ones (if you have)
6. 2 Copies of Adhaar
7. 2 Copies of PAN Card
8. Four passport size photo with white background **ONLY**
9. Your blood group details
10. Date of Birth of dependants (for medical policy)
11. PF details
 - Old PF account number
 - Address of the current organization with whom it is retained (if you intend to get your PF transferred).

- **PF account of the previous establishment (Is it with the Regional Provident Fund Commissioner or with a private trust. In case of private trust, please carry the name of the trust)**

Looking forward to meeting you.

For any clarifications do get in touch with Anu Zachariah HR-Team.

Thanking You,

Yours Cordially,

For **Sasken Technologies Limited** ,

Anu Zachariah
Chief People Officer



APPOINTMENT LETTER

January 20, 2022

Dear MALLELA AKHILESWARA REDDY,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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BANGALORE

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I MALLELA AKHILESWARA REDDY, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: MALLELA AKHILESWARA REDDY

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV


REGISTRAR


Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

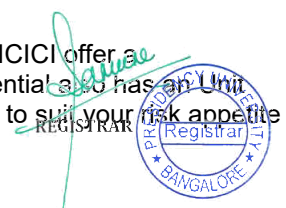
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature MALLELA AKHILESWARA REDDY 20/1/2022 11.58 AM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074881


REGISTRAR


25th May 2022

Ref: iOPEX/RRF5078.CAN23547/11194

APPOINTMENT LETTER

B D Sai Sandeep
10th Cross, Hemavathi Street ,Nagappa Reddy Layout, Ramamurthy
Bangalore ,Karnataka,560016.

Dear B D Sai Sandeep ,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **400,000/- per annum [Rupees four lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. **Date of Commencement of Employment:**

Your scheduled date of joining or commencement of employment with the Company shall be on or before May 26, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. **Location:**

Your current location of employment shall be **Bangalore** , India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


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3. Health Insurance Plan - Group Health Insurance Scheme (FY 2021-2022):

You will be eligible to participate in a Group Health Insurance Scheme. You will be covered under the Standard Plan and as per your Job level confirmed in this offer. The Standard Plan provides you and your family i.e. your spouse and two children up to the age of 18 years with a cover of Rs. 1,00,000 per annum.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.


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9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.



The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

11. Conditional Terms of your Employment

On your joining you will have to undergo intensive technical training as mentioned below.

1.1. You shall be provided training to enable Your performance on Your job.

1.2. During Your mandatory training, you have to be present throughout the entire training session, on all days compulsorily without fail or without any exception. And Your evaluation shall be done at the end of two (2) weeks' training. You must clear the evaluation to entitle You to be inducted on regular permanent roles of the Company. This Conditional Offer shall take effect only upon Your successful completion of the training and clearing evaluation conducted by the Company. The Company reserves the right to terminate this Conditional Offer, with immediate effect, if you fail to clear the evaluation process.


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1.3. After you get qualified, during our evaluation of Your performance internally and with the client, you shall be absorbed into our regular payrolls. However, if Your performance is found unsatisfactory, your continuation of employment will not be considered.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.

This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.


We welcome you to the IOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Leeladharr V
Director - Talent Acquisition

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining




REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	11,667	140,000
	HRA	4,667	56,000
	Statutory Bonus	1,400	16,800
	Special Allowances	5,800	69,600
	Total Fixed Pay	23,533	282,400
Variable Pay			
	Night Shift Allowance	5,500	66,000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,800	21,600
	Sub-Total	1,800	21,600
	TOTAL CTC	33,333	400,000
	Net Pay	29,733	356,800

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.

Jane
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


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Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeex.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


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10. You shall communicate any change with regard to your expected date of joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.

Jane
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PRESIDENCY UNIVERSITY
BANGALORE

15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



27th May 2022

Ref: iOPEX/RRF5078.CAN23529/11181

APPOINTMENT LETTER

Arun Pall Singh Bali
Arun Pall Singh Bali, Friends Colony, allouchibagh,
Srinagar, Jammu and Kashmir, 190008.

Dear Arun Pall Singh Bali ,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **400,000/- per annum [Rupees four lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. **Date of Commencement of Employment:**

Your scheduled date of joining or commencement of employment with the Company shall be on or before May 27, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. **Location:**

Your current location of employment shall be **Bangalore** , India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

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PRESIDENCY UNIVERSITY
BANGALORE

3. Health Insurance Plan - Group Health Insurance Scheme (FY 2021-2022):

You will be eligible to participate in a Group Health Insurance Scheme. You will be covered under the Standard Plan and as per your Job level confirmed in this offer. The Standard Plan provides you and your family i.e. your spouse and two children up to the age of 18 years with a cover of Rs. 1,00,000 per annum.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.


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9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.



The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

11. Conditional Terms of your Employment

On your joining you will have to undergo intensive technical training as mentioned below.

1.1. You shall be provided training to enable Your performance on Your job.

1.2. During Your mandatory training, you have to be present throughout the entire training session, on all days compulsorily without fail or without any exception. And Your evaluation shall be done at the end of two (2) weeks' training. You must clear the evaluation to entitle You to be inducted on regular permanent roles of the Company. This Conditional Offer shall take effect only upon Your successful completion of the training and clearing evaluation conducted by the Company. The Company reserves the right to terminate this Conditional Offer, with immediate effect, if you fail to clear the evaluation process.


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1.3. After you get qualified, during our evaluation of Your performance internally and with the client, you shall be absorbed into our regular payrolls. However, if Your performance is found unsatisfactory, your continuation of employment will not be considered.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.

This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.

We welcome you to the IOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Leeladharr V
Director - Talent Acquisition

Encl: Annexure A - Compensation Details
Annexure B - Other Benefits
Annexure C - Terms & Conditions
Annexure D - Documents to be submitted at the time of joining



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Annexure A: Compensation Details (Salary & applicable benefits)

Name: Arun Pall Singh Bali

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	11,667	140,000
	HRA	4,667	56,000
	Statutory Bonus	1,400	16,800
	Special Allowances	5,800	69,600
	Total Fixed Pay	23,533	282,400
Variable Pay			
	Night Shift Allowance	5,500	66,000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,800	21,600
	Sub-Total	1,800	21,600
	TOTAL CTC	33,333	400,000
	Net Pay	29,733	356,800

b) Retirals

- i. You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- ii. You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.

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BANGALORE

c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Annexure B - (Other Benefits)

a) Relocation Benefit

This benefit is as per the Relocation Policy of the organization and is towards the following:

Particulars	Eligibility
Movement of Personal Effects	The cost of moving one truck load of personal effects from your current place of residence ("current location") to the city to which your Company job is based ("new location") will be reimbursed. No Cash Receipts are accepted for the reimbursement of Freight Charges. Bill and Payment receipts are required (With a maximum limit of INR 22500)
Flight Charges	One way flight charges up to maximum of INR 5,000/-. (Boarding pass and Payment receipts are required). To claim the reimbursement of Flight charges, Boarding pass along with travel invoice is mandatory.
Accommodation	Fifteen Days of accommodation & Local conveyance will be provided up to maximum of INR 22,500/. (INR 1500/- Per Day) not exceeding Fifteen days. Allowance can be claimed as per the policy or at actuals on submission of bill and receipts whichever is lesser.

If you serve a notice of resignation prior to the completion of 12 months' of service, the Company will recover the relocation benefits provided to you, in full. These repayment obligations will not apply if your employment terminates for any other reason other than your notice of resignation. In circumstances of disciplinary action or for performance related issues the repayment obligations will remain with the employee.

Note: Relocation benefits will be paid to you post completion of your 3months services.


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Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


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10. You shall communicate any change with regard to your expected date of joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



27th Jan 2022

Ref: iOPEX/RRF8319.CAN20014/10756

APPOINTMENT LETTER

UNNAM TIRUMALAGIRI GOPI COWDARY
Bitragunta, Prakasam District,
Andrapradesh, Ongole 523101.

Dear UNNAM TIRUMALAGIRI GOPI COWDARY,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **300,000/- per annum [Rupees three lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. Date of Commencement of Employment:

Your scheduled date of joining or commencement of employment with the Company shall be on or before January 28, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. Location:

Your current location of employment shall be **Bangalore**, India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


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3. Health Insurance Plan – ESIC Scheme:

You will be eligible for coverage under ESIC Scheme. As per Section 56 (1) of ESI Act, 1948, you and members of your family whose condition requires medical treatment and attendance shall be entitled to receive medical benefit.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.


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9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.

The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.


REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.

We welcome you to the iOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Sumitra CV
Director - HRA

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	8,750	105,000
	HRA	3,500	42,000
	Statutory Bonus	1,400	16,800
	Special Allowances	1,611	19,332
	Total Fixed Pay	15,261	183132
Variable Pay			
	Night Shift Allowance	5,500	66000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,243	14,916
	ESI(Employer's contribution)	496	5,952
	Sub-Total	1,739	20,868
	TOTAL CTC	25,000	300,000
	Net Pay	21,904	262,843

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.


REGISTRAR


c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


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Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopex.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR


10. You shall communicate any change with regard to your expected date of Joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.


You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



24th May 2022

Ref: iOPEX/RRF5078.CAN23525/11179

APPOINTMENT LETTER

Vayugundla Praveen Kumar
3-147/31, Balaji Nagar, Near Hanuman Temple, Nizampet, Quthubullapur
Nizampet, Andhra Pradesh, 500090.

Dear Vayugundla Praveen Kumar ,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **400,000/- per annum [Rupees four lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.



1. **Date of Commencement of Employment:**

Your scheduled date of joining or commencement of employment with the Company shall be on or before May 25, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. **Location:**

Your current location of employment shall be **Bangalore** , India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - Group Health Insurance Scheme (FY 2021-2022):

You will be eligible to participate in a Group Health Insurance Scheme. You will be covered under the Standard Plan and as per your Job level confirmed in this offer. The Standard Plan provides you and your family i.e. your spouse and two children up to the age of 18 years with a cover of Rs. 1,00,000 per annum.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.


REGISTRAR


9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.

The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.


REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.



We welcome you to the IOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Leeladharr V
Director - Talent Acquisition

Encl: Annexure A - Compensation Details
Annexure B - Other Benefits
Annexure C - Terms & Conditions
Annexure D - Documents to be submitted at the time of joining

REGISTRAR

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	11,667	140,000
	HRA	4,667	56,000
	Statutory Bonus	1,400	16,800
	Special Allowances	5,800	69,600
	Total Fixed Pay	23,533	282,400
Variable Pay			
	Night Shift Allowance	5,500	66,000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,800	21,600
	Sub-Total	1,800	21,600
	TOTAL CTC	33,333	400,000
	Net Pay	29,733	356,800

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.

Jane
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Annexure B - (Other Benefits)

a) Relocation Benefit

This benefit is as per the Relocation Policy of the organization and is towards the following:

Particulars	Eligibility
Movement of Personal Effects	The cost of moving one truck load of personal effects from your current place of residence ("current location") to the city to which your Company job is based ("new location") will be reimbursed. No Cash Receipts are accepted for the reimbursement of Freight Charges. Bill and Payment receipts are required (With a maximum limit of INR 22500)
Flight Charges	One way flight charges up to maximum of INR 5,000/-. (Boarding pass and Payment receipts are required). To claim the reimbursement of Flight charges, Boarding pass along with travel invoice is mandatory.
Accommodation	Fifteen Days of accommodation & Local conveyance will be provided up to maximum of INR 22,500/. (INR 1500/- Per Day) not exceeding Fifteen days. Allowance can be claimed as per the policy or at actuals on submission of bill and receipts whichever is lesser.

If you serve a notice of resignation prior to the completion of 12 months' of service, the Company will recover the relocation benefits provided to you, in full. These repayment obligations will not apply if your employment terminates for any other reason other than your notice of resignation. In circumstances of disciplinary action or for performance related issues the repayment obligations will remain with the employee.

Note: Relocation benefits will be paid to you post completion of your 3months services.


REGISTRAR


Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR



10. You shall communicate any change with regard to your expected date of joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



02nd Jun 2022

Ref: iOPEX/RRF5200.CAN23872/11247

APPOINTMENT LETTER

Lakshmi H V Shetty
#92, 5th Main Road, 5th Cross, Near sangolirayana, Yuvakara Sanga, Bhuvaneshwari
Nagara
Bangalore ,Karnataka,560057.

Dear Lakshmi H V Shetty ,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **400,000/- per annum [Rupees four lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. **Date of Commencement of Employment:**

Your scheduled date of joining or commencement of employment with the Company shall be on or before June 03, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. **Location:**

Your current location of employment shall be **Bangalore** , India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - Group Health Insurance Scheme (FY 2021-2022):

You will be eligible to participate in a Group Health Insurance Scheme. You will be covered under the Standard Plan and as per your Job level confirmed in this offer. The Standard Plan provides you and your family i.e. your spouse and two children up to the age of 18 years with a cover of Rs. 1,00,000 per annum.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

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iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.


REGISTRAR


9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.



The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

11. Conditional Terms of your Employment

On your joining you will have to undergo intensive technical training as mentioned below.

1.1. You shall be provided training to enable Your performance on Your job.

1.2. During Your mandatory training, you have to be present throughout the entire training session, on all days compulsorily without fail or without any exception. And Your evaluation shall be done at the end of two (2) weeks' training. You must clear the evaluation to entitle You to be inducted on regular permanent roles of the Company. This Conditional Offer shall take effect only upon Your successful completion of the training and clearing evaluation conducted by the Company. The Company reserves the right to terminate this Conditional Offer, with immediate effect, if you fail to clear the evaluation process.


REGISTRAR


1.3. After you get qualified, during our evaluation of Your performance internally and with the client, you shall be absorbed into our regular payrolls. However, if Your performance is found unsatisfactory, your continuation of employment will not be considered.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.

This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.


We welcome you to the IOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Leeladharr V
Director - Talent Acquisition

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining

REGISTRAR Registrar
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	11,667	140,000
	HRA	4,667	56,000
	Statutory Bonus	1,400	16,800
	Special Allowances	5,800	69,600
	Total Fixed Pay	23,533	282,400
Variable Pay			
	Night Shift Allowance	5,500	66,000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,800	21,600
	Sub-Total	1,800	21,600
	TOTAL CTC	33,333	400,000
	Net Pay	29,733	356,800

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.

Jane
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


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Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR



10. You shall communicate any change with regard to your expected date of joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"





Date:5/18/2022

Dear ROHESH KUMAR BM

Welcome to CSS Corp Private Limited (the "Company"). With reference to your discussions with us, we understand that you are the kind of person that we are looking for to play a key role in helping to drive the business toward achieving its market potential and with such understanding, we are pleased to extend an offer of employment on the terms and conditions as stated herein.

Upon your joining the Company, you would be designated as **Engineer Trainee-Networking**. Please read these Terms and Conditions and signify your acceptance by signing at the designated space below.

PRIMARY TERMS AND CONDITIONS:

1. Please be specifically informed that this offer of employment is specific to projects that the Company may get from time to time from its existing or prospective clients, details of client and the project are confidential that shall be disclosed to you at the time of you joining the Company and subject to execution of appropriate Service Agreement, Confidentiality Agreement, and such other documents as part of on-boarding formalities.
2. **Training:** You are required to attend a classroom training/instructor led virtual training program on live project(s) for the initial 6 months, which term may be extended for further period(s), if required and at the sole discretion of the Company. Such training program includes soft skills, Technology, Product, Process and Tools training.

During training, there would be continuous assessments to evaluate your learning curve. All trainees are required to meet the passing thresholds in order to move ahead with the training. Failing in 2 consecutive assessments will lead to termination of employment. On successful completion of entire training program, those who qualify in the mid assessments and final assessments will be confirmed. This would also be subject to your completion of Graduation and necessary HR formalities (BGV).

TERMS AND CONDITIONS:

1. **Gross Cost to Company:** The position includes a gross CTC of **Rs.3,20,000/- (Rupees Three Lakh Twenty Thousand only)** per annum, before deductions, as explained further in Annexure 1. Subject to and on your successful completion of mandatory 'on project training', completion of probationary period and clearance of client assessment on your progress, your annual compensation may be increased by the Company, at its sole discretion, to **Rs 3,75,000 /- (Rupees Three Lakh Seventy-Five Thousand Only)**.
2. **Annual Guaranteed Compensation.** Your Annual Guaranteed Compensation will be **Rs.3,04,000/- (Rupees Three Lakh Four Thousand Only)**.
3. **Annual Variable Compensation.** Depending on your and Company's performance, you would be entitled for an Annual Variable Compensation maximum of **Rs.16,000/- (Rupees Sixteen Thousand Only)**. The Annual Variable Compensation shall be calculated on the Gross Cost to Company for each grade of employee and at the percentage mentioned in the Employee Handbook which you can access in Company's Intranet portal 'HIVE'. On your joining the Company, you undertake to go through Company's intranet and get familiar with all the applicable policies and processes of the Company.
4. **Other Benefits.** Upon you joining the Company, you will be positioned as Grade **JL 1B** in the Company which entitles you to certain other benefits. The details are enclosed in Annexure 1.
5. **Medical Insurance:** In accordance with the Company's policy, you and your family (one spouse & maximum 2 Children) will be covered under a Medical Insurance scheme, the benefits of which are enclosed in Annexure 1.

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6. **Location:** Your initial place of work will be **Chennai**. However, your services are transferable, and you may be assigned after reasonable notice to any location in India or abroad where the Company or any one of its associates or customers, conducts business. While on transfer, you will be governed by the rules, regulations and conditions of service of that location.
7. **Time Zones:** You shall be present in the office during normal working hours or in shifts or in different time zones like, US time zones/APAC/EMEA, as per the Project requirements that shall be communicated by the designated authority.
8. **Annual Leave:** You will be entitled to twenty-four (24) working days of leave per annum subject to prior approval by your reporting manager of the Company. On your joining, kindly refer to the Company's leave policy for further details in this regard. By agreeing to these terms and conditions, you agree to visit Company's intranet at periodic intervals and get familiarized with all the then applicable policies of the Company and any failure to do so shall not be an excuse not to comply with the same.
9. **E-mail ID & Contact Details:** You will need to communicate your personal e-mail ID, at the time of joining, such e-mail ID, so communicated by you, can be treated as the authenticated (without limiting the rights of the Company to notify / communicate to you through any other mode or e-mail IDs) e-mail address for any communication from you. You will also keep us informed in writing of any change in your residential address, civil or marital status and such other matters.
10. **Transport Facility:** In accordance with the Company's policy, company transport facility is available only for certain grades of employees working in US & UK time zones. If you wish to use this facility, a subsidized amount based on the distance would be deducted from your monthly salary. More details would be provided upon your joining.
11. **Medically fit:** This employment is subject to you being medically fit and the Company shall also conduct a background and reference check as per Company policy. In the event the results of such checks are unsatisfactory on any account or if any information or declaration given by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services will be terminated immediately without prior notice. Further, you will be liable to payback all the expenses incurred by the Company as mentioned in Clause 14.
12. **Probation:** You will be on probation for a period of six (6) months from the date of you joining the services of the Company, which may be extended by the Company at its discretion, including but not limited to for reasons such as non-completion of training(s) to the reasonable satisfaction of the Company. At the end of the probation period, your services with the Company would be confirmed subject to your performance meeting the requisite standards. During the probation period, either party may terminate employment by giving Two (2) month notice in writing or Two (2) month of gross CTC in lieu of notice. However, the Company reserves the right not to accept payment in lieu of the said notice and at its sole discretion enforce the notice period.
13. **Termination:** Post confirmation of employment, your services may be terminated by either party by giving ninety (90) days' written notice or three (3) months gross CTC in lieu of notice. However, the Company reserves the right not to accept payment in lieu of the said notice and at its sole discretion enforce the notice period.
14. **Return of benefits:** For any reason, should you cease to be an employee of the Company within two (2) years of your joining date, you shall be liable to payback immediately all the expenses incurred by the Company including but not limited to joining bonus, notice period buy-out cost, training cost, relocation expenses, any brokerage commission / fee, certification costs etc. Without prejudice to any other rights of the Company, such liabilities shall be considered as a due from you and recoverable / deductible from any payments payable by the Company to you. However, the Company reserves the

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right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.

15. **Unauthorized absence:** Unauthorized absence or absence without permission from duty for a continuous period of five (5) working days would make you lose your lien on employment. In such case, Company reserves its right to terminate your employment without any further notice. In addition, you will be liable to payback all the expenses incurred by the Company up to the effective date of termination.
16. **Secrecy:** During the period of your employment, you will work honestly, faithfully, diligently, and efficiently for the growth of the Company. You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential, any information, instruments, documents, etc., relating to the Company that may come to your professional knowledge as an employee of the Company. You will also be required to sign a Proprietary Information and Inventions agreement on joining.
17. **Activities:** During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up (whether part time or otherwise) any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. Also, you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudices the interest(s) / goodwill of the Company. You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company policies and would be treated in accordance with clause 23 of the terms of this offer and policies of the Company then in force.
18. **Assets and Materials furnished by Company:** Company shall own all assets, materials / equipment it provides to you. You shall return all assets, documents, files, materials / equipment upon the earlier of the termination of your services or Company's request for return of such assets, materials, etc. You shall be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge. Noncompliance to return of company's assets would entail serious action for the recovery of such asset(s), both by civil and criminal action.
19. **Non-Solicitation:** For a period of one (1) year after termination of your employment with the company, you shall refrain from soliciting for rendering your services in any capacity to any client or customers for which you have performed services as an employee of the Company during the twelve (12) months prior to your separation from the Company. During the term of your employment with the Company and for a period of twelve (12) months thereon, you shall not solicit, entice the employees, agents, any other personnel, and contractors of the Company to terminate their employment with the Company / join with any other organization / firm. For the purpose of this para, the expressions client or customers mean those with whom you have interacted or dealt with by virtue of your employment with the Company, during the term of your employment with the Company.
20. **Work Done For Hire:** All work product(s), tangible / intangible properties prepared or developed or conceived by you, during the term of your employment with the Company, shall be considered works made for hire owned exclusively by Company. You shall not have any rights (of whatsoever nature) in the intellectual property right (of any kind including but not limited to the right to be identified as author and the right of ownership etc.) prepared or developed or conceived in connection with your services to Company. You agree to, both during and after the term of your employment with the Company, execute all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company and/or its customers may deem necessary or desirable in order to protect the rights and interests in any work products and such other deliverables. In addition, you hereby irrevocably designate and appoint the Company and/or its customers as your agent and attorney-in-fact to execute any such papers on your behalf, and to take

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any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any work products or deliverables. To the extent any such work products and/or deliverables is (for any reason whatsoever) determined not to be "work made for hire," You hereby irrevocably and exclusively assign, transfer, and convey to the Company and/or its customers all intellectual property rights, in and to any and all such work products and deliverables.

21. **Governing Agreement:** If you have [executed / to execute] any agreement(s) in connection with the Company then your services shall also be governed by such applicable agreement(s). With respect to any subject matter(s) / issue(s), if any conflict arises between this Offer Letter and any such applicable agreement(s) then the respective provision(s) in such agreement(s) shall prevail over this Offer Letter.
22. **Tax:** All payments due payable to you by the Company shall be subject to deduction of all applicable taxes / levies, as per the prevailing statutory provisions.
23. **Termination for breach:** CSS Corp reserves its right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
24. **Code of Conduct:** Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination of employment. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to payback any amount in lieu of notices. You shall conduct yourself in conformity with the code of conduct of the Company, as in force from time to time, a copy of which would be provided to you at the time of your joining and can also be viewed in Company's intranet. Further, you shall carryout the instructions in letter & spirit, given by your superiors and shall not disobey the instructions given. You would be given the required opportunity to discuss with your superiors and raise your concerns before the appropriate forums within the organization and you shall not discuss or air your views (which may cause loss to the image and reputation of the Company) in public.
25. **Retirement:** You will retire on the last day of the month in which you complete sixty (60) years of age.
26. **Personal Indebtedness:** Company shall not be responsible for any personal indebtedness or other liabilities incurred by you, during the term of your employment with the Company. You understand and accept that you shall have no authority to pledge the credit of the Company to any person or entity without necessary written authorization from the designated Official of the Company.
27. **General:** The above terms and conditions are based on Company policies and other rules currently applicable in India and are subject to amendments, regulations of the Company as shall be in force. Only those authorized by a specific power of attorney may sign legal documents, representing the Company. In all service matters, including those not specifically covered here, such as Travel, Leave, Retirement, etc., you will be governed by the rules/policies of the Company framed from time to time.

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We look forward to having you on board on or before **Aug'22**. As a token of acceptance of this offer letter, please sign the duplicate copy attached and return to the Company or confirm your acceptance by e-mail to SriMagesh.SrinivasaRao@csscorp.com *on or before* 2 Business Days else, this Offer letter stands void.

The undersigned accepts the above employment offer, agrees that it contains the terms of employment with CSS, and that there are no other terms, expressed or implied. By accepting this offer of employment, the undersigned is acknowledging that no prior employment obligations or other contractual restrictions exist which preclude employment with CSS. It is further understood that this offer is confidential and disclosure outside of the undersigned's family or financial, accounting, and/or legal advisers may result in termination of employment or withdrawal of this offer.

Accepted:

Candidate Signature

Date

For CSS Corp Private Limited

P R Manikantan

Senior Director, Campus and Institutional Alliances

1. Annexure 1 - Salary Working & Benefits
2. Annexure 2 - Mandatory Documents to be produced on Joining Day & Reporting Details

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Annexure -1

Salary Working

Name:	ROHESH KUMAR BM			
Designation:	Engineer Trainee-Networking	Grade:	JL 1B	
	Explanatory Notes	Monthly	Annual	
Guaranteed Compensation				
Basic Pay	30%	On TGC	7,600	91,200
House Rent Allowance	50%	On Basic	3,800	45,600
Statutory Bonus	As per the Act		1,520	18,240
Special Allowance*	Balancing Component		10,613	127,360
Statutory Benefits				
Provident Fund (Employer Contribution)	As per the Act		1,800	21,600
Total Guaranteed Compensation (TGC)			25,333	304,000
Variable Compensation				
Variable Performance Pay (VPP)	5%	On CTC		16,000
Total Variable Compensation**				16,000
Gross Cost to Company (CTC)				320,000
Allowances				
Night Shift Allowance (US)	22 days		3,300	39,600
Total Allowances				39,600
Benefits				
Personal Accident Disability Cover				750,000
Accidental Death Cover				1,500,000
Group Term Life Insurance Cover				1,500,000
Employee Direct Linked Insurance Cover				705,000
Hospitalization Insurance for Self, Spouse & 2 Dependent children				200,000
Gratuity as per prevailing rules				
Leave Encashment upon exit upto	60 days	Basic		
Deductions				
Statutory Deductions like: - Provident Fund, ESIC, Labour Welfare Fund, Income Tax & Profession Tax - As per applicable rules				
*Special Allowance includes Flexi option - LTA, Meal Card and NPS Contribution				
**Tax Exemption on Flexi Option will be provided as per prevailing IT Rules on production of proofs.				
** As per current policy all variable payments are eligible to be paid only if on rolls as on date of payment.				
** Variable Performance Pay (VPP) will be paid twice in a year (i.e.) October and April based on the Individual and Company's performance.				

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Annexure 2

MANDATORY DOCUMENTS TO BE PRODUCED ON JOINING DAY:

Kindly ensure that the photocopy of the following documents are submitted on Day 1. Originals of the same should be carried for verification and will be returned on the same day.

1. Copies of academic credentials:
 - i) Degree certificates and those of other professional qualifications
 - ii) Photocopies of Certifications if any
2. Recent Color Photographs
 - i) Passport size photographs – 4 Numbers for self
 - ii) Stamp size photographs – 2 Numbers for self
3. From previous employment(s)
 - i) Last 3 months salary slips and/or copy of last salary revision
 - ii) Relieving letter from last employer
 - iii) Service certificates
 - iv) References of two people with whom you have worked.
 - v) Form 16 / IT Computation Sheet from previous employer(s) for the current financial year
4. Personal details
 - i) Copy of Valid Passport and Valid Visas
 - ii) Copy of PAN Card
 - iii) Copy of Ration card / address proof
 - iv) Details of immediate family members (name and Date of birth) for Medical Insurance
5. Signed Copy of Appointment Letter

INFORMATION REQUIRED FOR TRANSFERRING PROVIDENT FUND FROM PREVIOUS COMPANY

If already a member of a Provident Fund with previous employer, then:-

1. Employer's name.
2. Date of joining and leaving service with them.
3. Name and address of the Regional Provident Fund Office.
4. Personal PF account No.
5. UAN no.
6. Names and Date of Birth of Family members you would want to mention as nominees for Provident Fund Scheme.

This is a computer generated offer and does not require any signature

28th Jan 2022

Ref: iOPEX/RRF4894.CAN20028/10528

APPOINTMENT LETTER

VAISHNAVI JAYANTHA SHETTY
Vijaynagar 2nd cross 'shri guru ganapathi'
Sirsi, Uttara Kannada, Karnataka, 581401

Dear VAISHNAVI JAYANTHA SHETTY

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to appoint you as **Trainee - Engineer** with iOPEX Technologies Private Limited in **Grade E1**.

Your Total CTC Salary will be **300,000/- per annum [Rupees three lakh only]**. This has been detailed in the Compensation Details annexed (Annexure 1) to this letter. For the purpose of clarification, your compensation details and related figures is dependent on your business vertical and job band within the Company.

The Terms & Conditions of our Offer of Employment to you are as follows. You shall be governed by the Terms and conditions of Employment, as amended from time to time.

1. Date of Commencement of Employment:

Your scheduled date of joining or commencement of employment with the Company shall be on or before January 28, 2022. The appointment stands automatically terminated or withdrawn thereafter, unless the date is modified or extended and communicated to you in writing by the Company.

2. Location:

Your current location of employment shall be **Bangalore**, India. However, iOPEX reserves the right to transfer/utilize your services at any time to any of its unit(s)/ department(s) or office(s), work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.


REGISTRAR


3. Health Insurance Plan - ESIC Scheme:

You will be eligible for coverage under ESIC Scheme. As per Section 56 (1) of ESI Act, 1948, you and members of your family whose condition requires medical treatment and attendance shall be entitled to receive medical benefit.

4. Group Life Insurance & Personnel Accident Coverage Scheme:

You will be covered under the Group Life Insurance Scheme, that provides you with a total life insurance cover of Rs. 2,00,000 of which Rs. 1,00,000 is covered towards natural death, and additional Rs. 1,00,000 towards an accidental death.

5. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of six months from the date of joining the company and you will be appraised for satisfactory performance for which iOPEX would confirm you. This confirmation will be communicated to you in writing, and you will be deemed to continue on probation till such time. If your performance is found unsatisfactory, iOPEX may extend the probation period. If your performance is still found unsatisfactory, iOPEX shall be entitled to terminate your services forthwith.

6. Working Hours

All our operations function 24x7, 365 days in a calendar year. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. You may be required to work in shifts and/or in extended working hours, as permitted by law.

The company reserves the right to alter/modify its working hours.

In case you absent yourself from duty for 3 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

7. Leave

iOPEX provides for Earned (Privilege) Leave and Casual leave and as per the policies of the company. Leaves will be credited on the 1st of the subsequent month.

8. Increments & Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis and will be based on iOPEX's Compensation & Promotion Policy.



9. Notice Period

During probation, your services can be terminated with **60 days** notice or salary in lieu thereof on either side. On confirmation or as a regular employee, your services can be terminated with **90 days** notice or salary in lieu thereof on either side. iOPEX reserves the right, if it is in the interest of business and current assignment, to ask you to serve your notice period. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

The company reserves the right to terminate your services, for any act of misconduct, poor performance and high level of incompetency. This will be applicable during or after your training period. You will be subject to disciplinary action leading to termination, without notice or compensation.

If you are getting 'transferred' or 'promoted to 'senior roles', the terms of notice will vary. It is mandated to reach out to the Human Resources team to understand the obligation and tenure of notice.

10. Background Verification

Your employment will be subject to clearance of a Background Verification/ Reference Check/ Criminal Check/ any other test specified by the client and genuineness of documents or information provided by you, which is including and not limited to your education (10th standard to post graduation, or as applicable), your prior employment and residence address. The background check is in line with iOPEX's background Verification policy. You are being appointed on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application/resume and joining documents are correct and complete.

The Company may by itself or through a specially appointed agency will conduct internal and external background Verification. By acceptance of this Offer you are deemed to have consented to such verification and shall co-operate with the same in all aspects. Normally, such checks are completed within one month of joining. If the background check/ referrals reveals unfavourable results and are not true and complete, you are liable to disciplinary action including termination of service without notice.

You will be required to sign a standard Proprietary Information and Inventions Agreement on joining. Your employment with us will be governed by the terms and conditions of the organization.


REGISTRAR


This offer of employment and its annexures constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

This Terms of the Letter shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

We request you to read the Terms and Conditions specified herein and confirm to us your acceptance by signing and returning a copy of this Letter. In the event you, (i) fail to join the Company on the date hereinabove specified or any other date agreed by the Company or (ii) fail to clear your BGV or are found medically unfit, the Offer and appointment shall automatically stand terminated with immediate effect.

You are requested to submit self-attested copies of the documents specified under Annexure D at the time of joining.


We welcome you to the iOPEX family and wish you a rewarding career over the years to come.

Yours sincerely,



Sumitra CV
Director - HRA

Encl: Annexure A - Compensation Details
Annexure B - Terms & Conditions
Annexure C - Documents to be submitted at the time of joining



REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Annexure A: Compensation Details (Salary & applicable benefits)

Name:

a) Remuneration

Division & Sub Division : ETAS			
Designation: Trainee - Engineer			Grade: E1
	Salary Heads	Per Month	Per Annum
Fixed Pay			
	Basic	8,750	105,000
	HRA	3,500	42,000
	Statutory Bonus	1,400	16,800
	Special Allowances	1,611	19,332
	Total Fixed Pay	15,261	183132
Variable Pay			
	Night Shift Allowance	5,500	66000
	Attendance Bonus	2,500	30,000
	Total Variable Pay	8,000	96,000
Employer Contributions			
	Provident Fund	1,243	14,916
	ESI(Employer's contribution)	496	5,952
	Sub-Total	1,739	20,868
	TOTAL CTC	25,000	300,000
	Net Pay	21,904	262,843

b) Retirals

- You will participate in the company Provident Fund Scheme as applicable to your category of employees.
- You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.


REGISTRAR


c) Variable Components

Night Shift Allowance: This allowance is offered to you for work rendered during the night shift. You are eligible only if your shift begins or ends between 10 p.m. to 6 a.m. of the next day. Night shift is earned at actuals for days worked on the night shift

Attendance Bonus: Attendance Bonus will follow the Attendance Bonus Policy that will be shared to you. On achievement of the said targets the employee is eligible to earn a max of 30,000/- per annum.

d) Applicable tax would be borne by the employee.

Note -

- i. It is expected that individual compensation package would not be shared with other employees.
- ii. The above compensation structure is subject to change without affecting emoluments adversely.


REGISTRAR



Terms and Conditions of Employment

1. You shall not divulge, communicate or pass on any information, know-how, knowledge, data, methods, plans etc., of the company, directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or anyone not employed by the company. This Agreement shall be effective as of the first day of your employment with the Company, and in the instance of your separation from the company, it will remain in effect for five years from your last working date.
2. During your employment with the company, you shall not carry on any employment elsewhere, business, profession or calling of your own, either part time or otherwise. You will also not engage in any commercial activity.
3. You shall not accept any offer of appointment / engagement / work assignment from any of the existing or past clients of iOPEX, either during the course of your employment with us or up to a period of two (02) years from the date of your separation from iOPEX, without the prior written permission of iOPEX
4. You will be required to declare any direct relatives who may be working with iOPEX or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. If any of your direct relatives are offered by iOPEX, or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives include spouse, brother, sister and children.
5. You shall not download any unauthorized information, documents, graphics, etc, that you may gain access to, during the course of your work. You will be held solely liable for such acts and the Company shall stand absolved of the same.
6. You shall not use your e-mail IDs / addresses / contact numbers to correspond with the existing / past / pipeline clients of iOPEX, either to solicit business for personal gain or as an agent of any other company/ firm / organization, during the Term of your employment and for a period of two (02) years from the date of your relieving
7. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of the HR department.
8. You shall be governed by the policies and procedures of the company, service rules and regulations being in force, or introduced/ amended later. All policy documents are available in our portal myportal.iopeX.com. In this regard, an undertaking confirming that you have read and understood the policies will be taken, at the time of joining.
9. Your offer is subject to you being medically fit at the time of joining the Company or at the request by the client/ management. Upon request, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining/upon request. If you are found medically unfit to carry on the duties of your current role, this offer will stand withdrawn. The decision of the company will be final.


REGISTRAR


10. You shall communicate any change with regard to your expected date of Joining. The HR team will give you a letter confirming the change of date.

11. You shall declare to the Human Resources team if you are a foreign national or a non-resident Indian. You will be obligated to conform to all the statutory laws that govern a foreign national or a non-resident Indian

12. COVENANT NOT TO COMPETE. You agree that during the Term of employment and for a period of two (02) years immediately following the termination or end of employment with the company, shall not engage in any business activity which is competitive to the Company nor work for or accept offer with any company or their affiliates or subsidiaries, which directly or indirectly competes with the services of the Company or its group companies. You shall not, directly or indirectly, either for Your own benefit or for the benefit of a third party, disclose to any person, firm or corporation or any other third party, the name, address, contact details or any other information pertaining to the Company or clients of the Company and all other information that form a part of the Confidentiality Agreement agreed and acknowledged between You and the Company and shall not, directly or indirectly, on Your own or on behalf of any other person or business enterprise, or any third party, engage in any business activity which competes with the Company or its group companies..

13. NON-SOLICITATION/NO POACHING. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of the employment either directly or through any other third party, either as a full-time employee or in contract, solicit, induce, encourage, poach or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company, to terminate his or her or its relationship with the Company or to work or get employed with, in any capacity for any person or corporate or any third party. You agree not to solicit or hire or poach any employee or independent contractor of the Company on behalf of any other business enterprise for your benefit or for benefit of the business enterprise, nor shall You induce any employee or independent contractor or consultants associated with the Company to terminate or breach an employment, contractual or other relationship with the Company or its group companies during the above-mentioned time period.

14. NON-SOLICITATION OF CUSTOMERS. You shall not, during the Term of employment and for a period of two (02) years immediately following the termination or end of employment, either directly or indirectly or through any other third party, call on, solicit, take away, or join or get employed with or attempt to call on, solicit, or take away or join or get employed with any of existing or past customers of the Company or Customers in pipeline or end clients of the customers of the Company or direct or indirect competitors of the Company or their affiliates or subsidiaries, including but not limited to, whom You are acquainted with during the term of Your employment, as the direct or indirect result of Your employment with the Company. Neither shall You, either directly or through any other third party, disclose to any person, firm, or corporation the names or addresses of any of the customers or end clients of the customers of the Company or any other confidential information of the Company or its group companies.


REGISTRAR


15. LEGAL REMEDY: In the event You violate the obligations under this Agreement; You agree that the Company shall be entitled to initiate legal proceedings against You and claim damages for the loss incurred by the Company, including but not limited to, cost of litigation, attorney fee and other related expenses and cost. Therefore, if You breach any of the provisions of this Agreement, the Company shall be entitled to any and all remedies available to the Company, at law or at equity, to enforce such provisions.

Our offer to you as a **Trainee - Engineer** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage of 60%. These eligibility criteria for the Role has already been clearly communicated to you. You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees.

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.

In case of defiance of the terms and conditions set herein, the Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.

I hereby acknowledge and agree to abide by all internal policies of the Company.

Signature


REGISTRAR


Its mandate to submit the below mentioned documents at the time of your joining

1. Three passport size photographs and two stamp size photographs
2. Educational Certificates (photo copy for submission)
 - a) 10th Mark Sheet
 - b) 12th Mark Sheet
 - c) UG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
 - d) PG provisional Certificate - degree certificate or mark sheets, provisional valid only till 6months
3. Last three month's pay slip
4. Relieving letter/Service certificate from the last three employer's as per applicability.
5. Identity Proof:(Kindly provide all the below mentioned documents)
 - Valid Indian Passport (Kindly sign the affidavit, if you do not have a passport).
 - Aadhar Card
 - Voters Identity Card
 - Driving License
 - Bank Pass Book with attested customer photograph
6. Address Proof(Kindly provide all the below mentioned documents)
 - Valid Indian Passport
 - Aadhar Card
 - Voters Identity Card
 - Telephone bill
 - Ration card
 - Electricity bill
7. PF Account No with the last employer as per applicability
8. If Applicable Under ESI: One Post Card Size photo with nominee.
9. PAN Card (Mandatory), if not submitted within 30 days this will be treated as a disciplinary issue.

Note: "Kindly bring the Original certificates for validation at the time of joining"



Date: 30/06/2022

Sub:-Letter of Intent

To: K S SAI YASHAS

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **"Trader cum Business Development Intern"** with us for the process of "ICICI Securities Ltd."

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

Your tentative joining shall be scheduled for JULY 2022.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR (HR@Employmentexpress.net). Failure to do so shall result in withdrawal of selection, and the offer shall be null and void.

It is hereby stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

Kindly mail the following documents to Hr@employmentexpress.net within 7 days of receiving offer-

- 1.Passport Size Photo-1
- 2.Pan Card
- 3.Aadhaar Card (front and back) With linked active Mobile Number.
- 4.Educational Mark-sheets & Certificates
- 5.Cancel Cheque/Bank Statement (Anyone)



Auth. Sig.

**ROOM NO. 15, PLOT NO. 22, Near MUNICIPAL SCHOOL, KHERWADI,
BANDRA (E), Mumbai, Maharashtra, India 400051
+91-7905044451, +91-8770132412
info@employmentexpress.net
employmentexpress.net**



Date: 30/06/2022

Sub:-Letter of Intent

To: M RAMA SUNDAR GOUD

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **"Trader cum Business Development Intern"** with us for the process of "ICICI Securities Ltd."

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Date: 30/06/2022

Sub:-Letter of Intent

To: REVANTH P

Thank you for exploring career opportunities with Employment Express Verband LLP.

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Date: 30/06/2022

Sub:-Letter of Intent

To: BACHU VIVEKANANDA REDDY

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **"Trader cum Business Development Intern"** with us for the process of "ICICI Securities Ltd."

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Date: 30/06/2022

Sub:-Letter of Intent

To: MANOJ B

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

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employmentexpress.net



Date: 30/06/2022

Sub:-Letter of Intent

To: ABHIJITH O

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

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employmentexpress.net



Date: 30/06/2022

Sub:-Letter of Intent

To: VALLAMSETTY SAISHISWA

Thank you for exploring career opportunities with Employment Express Verband LLP.

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info@employmentexpress.net
employmentexpress.net**



Date: 30/06/2022

Sub:-Letter of Intent

To: SHAFIM FAISAL REHMAN KHAN

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employmentexpress.net



Date: 30/06/2022

Sub:-Letter of Intent

To: KARTHIK N

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Date: 30/06/2022

Sub:-Letter of Intent

To: M CHARAN

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Date: 30/06/2022

Sub:-Letter of Intent

To: HARSHA R

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Date: 30/06/2022

Sub:-Letter of Intent

To: Sampreeth VR

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Date: 30/06/2022

Sub:-Letter of Intent

To: Naga Gokul Krishna Gorantla

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Date: 30/06/2022

Sub:-Letter of Intent

To: Sharjun M

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Date: 30/06/2022

Sub:-Letter of Intent

To: SACHIN

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Date: 30/06/2022

Sub:-Letter of Intent

To: Anjan Satheesh

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Date: 30/06/2022

Sub:-Letter of Intent

To: Venkata Harinath Reddy Dorsala

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To: RAKSHITHA R

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Sub:-Letter of Intent

To: KUMMATHI CHENNA KESAVAREDDY

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Sub:-Letter of Intent

To: Punith Gowda D

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Sub:-Letter of Intent

To: RAICHUR SALEEM BASHA

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Date: 30/06/2022

Sub:-Letter of Intent

To: SHANKAR M SHIVAMATTA

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Date: 30/06/2022

Sub:-Letter of Intent

To: ANKUPALLI HARIKRISHNA

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Date: 30/06/2022

Sub:-Letter of Intent

To: MOHAMMED ADNAN

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Sub:-Letter of Intent

To: SHAIK MOHAMMAD UMAR FAAROOQ

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Date: 30/06/2022

Sub:-Letter of Intent

To: Mohammed Aman Fahad

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ROOM NO. 15, PLOT NO. 22, Near MUNICIPAL SCHOOL, KHERWADI,
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employmentexpress.net



Date: 30/06/2022

Sub:-Letter of Intent

To: THILAKKUMAR R

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

Your tentative joining shall be scheduled for JULY 2022.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR (HR@Employmentexpress.net). Failure to do so shall result in withdrawal of selection, and the offer shall be null and void.

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Date: 30/06/2022

Sub:-Letter of Intent

To: AISHWARYA. S. RAJANAL

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Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

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LLPIN:AAS-0509

PICKTAIL
ISO 9001:2015 Certified Company

Date: 13/07/2022

Letter of Employment

Dear KURUBA SAIVENKAT SAIVENKAT

Employee Code: EMP009853

We are pleased to offer you employment in our organization Employment Express Verband LLP. Company situated in Mumbai as Trader cum Business Development Intern on the following terms and conditions.

1. The term of your employment shall be valid from 18-July-22.
2. You shall report to work on 18-July-22 to your reporting manager.
3. Details of your salary break up with components are as per the enclosure attached herewith.
4. You will, with effect from 18-July-22 be deputed by the company to work from your home location. The working week will be 6(six) days. It is expressly understood that at all times you are an employee of the Company and there is no employee employer relationship between you and the client.
5. You will be governed by the policies of the Client's organization with respect to holidays. You will be entitled to 09 (Nine) days annual leave. In addition to the terms of appointment mentioned above, you are also governed by the standard employment rules of the company, which are attached along with this letter. The combined rules and procedure as contained in this letter and the annexure will constitute the standard employment rules and you are required to read both of them in conjunction. Your net salary/reimbursement amount due, if any, shall be credited to your savings bank account opened for this purpose.

Here's wishing you the very best in your assignment with us and as a token of your understanding and accepting of the standard terms of employment, you are requested to sign the duplicate copy of this letter and return to us within a day.

With warm regards

Yours truly,

For Employment Express Verband LLP.

Authorized signatory

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STANDARD TERMS OF EMPLOYMENT

1. VALIDITY TERMS OF Employment:

- a) It is specifically understood by you that during the term of your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you whether the said third party is engaged in similar business as the company or otherwise.
- b) Your appointment is being made on the basis of your particular such as qualifications, etc. as given in your application for employment and in case any information, as given by you, is found false or incorrect, your appointment will be deemed void and liable for termination without notice.
- c) In case there is any change in your residential address, you will intimate the same in writing to our operation team within three days from the date of such change and get such change of address recorded.

2. COMPENSATION:

- a) As detailed in annexure 1.
- b) In case of zero performance/ working hours less than 8 hours, that day will be automatically marked as absent.

3. TERMINATION:

- a) At the time of termination of employment either due to termination by either you or company, if there are any dues owing from you to the company or if you do not return equipment that has been assigned to you, the same may be adjusted against any money due to you by the company on account of salary, bonus or any other payment owed to you under the terms of your employment. If at any time during the course of this employment, you engage in any act that is illegal or in violation of the rules/policies of the client and/or company, you will be terminated without notice.

4. DISCRETION:

- a) During the period of this contract, your services could be deputed at the sole discretion of the company to any of the company's client to do work pertaining to or incidental to such client's business. Such deputation will be communicated to you by way of a letter from the company and this will be effective from the date mentioned in such letter.

5. DEPUTATION:

- a) During the tenure of the deputation, you will continue to be an employee of the company and your compensation and applicable allowances shall be payable only by the company. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the client to whose site you may be deputed.

6. RULES/POLICIES OF THE CLIENT:

- a) In the day-to-day functioning or carrying out your responsibilities and duties, and will undertake to abide by any suggestions, etc., given by any assigned person(s)

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b) You shall also abide by any training that may be offered to you by the client. AAS-0509

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c) Your work schedule would be as per business requirements.

7. NON-DISCLOSURE:

- a) You shall take care not to disclose confidential information either to any company or to client, that you may come across in the course of your responsibilities either to the company and /or to the client or to anyone outside the client's organization and you shall use such confidential information only in connection with the service provided by you to such client.
- b) Further, you shall not utilize any confidential information acquired in consequence of your employment for your benefits or for the benefit of any third party other than the company or its client who has disclosed such confidential information or for whom you have created the confidential information.

8. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:

- a) You are employed by the company on the express understanding that all services provided by you whether at the company site(s) or on deputation, are being done on behalf of the company or clients. Consequently, any and all intellectual property rights (including but not limited to patents, copyrights, trademarks etc) arising shall be owned exclusively by the company or its client to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the company or its clients exclusively and solely either in favor of the company or its clients and you shall do all such acts as may be necessary to ensure that the ownership of all such intellectual property rights solely with the company or its clients as the case may be.

9. LIABILITY:

- a) You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort the client for the time specified.
- b) Further upon the lapse of your term of employment with the company or earlier termination thereof, you shall have no right or claim against the company for continued employment and in this regard, the company does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof.
- c) You shall not engage in any act subversive of discipline in the course of your duty/ies for the client either within the client either within the client's organization or outside it, and if you were at any time found indulging in such act/s, the company shall reserve the right to initiate disciplinary action as is deemed fit against you.

10. INDEMNITY:

- a) You shall indemnify and hold harmless the client its subsidiaries, affiliates, third-parties and their respective officers, directors, agents and employees due to or arising out of your breach of this contract, or the documents they incorporate by reference or your violation of any law rules or regulations or the rights of third party.
- b) You shall be responsible for protecting any property of the client entrusted to you in the due discharge of your duties and you shall indemnify the client if there is a loss of any kind to the said property.

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All other terms and conditions of your employment remains unchanged .

We want you to understand that this is a rapidly growing company. it is challenging environment that will require a lot of time and efforts on your part. The company is an evolving organization that can provide opportunities to individuals with talent that are committed to reaching our corporate goals. The company provides a work environment that inspires creativity, outstanding clients services attention to detail and personal advancement. This is the kind of work environment that brings the best out in our employees and in turn brings the best in our clients. We welcome your experience and skills to our term and expect your effort and talent to be a part of our growth and success.

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ANNEXURE 1

Name :	
Designation	Trading cum Business Development Intern
Joining date	18-july-22
Salary head	Amount per month
Earnings	As per Performance
Monthly component	
Basic	4000
HRA	500
Bonus gross	500
Other allowances	700
Conveyance allowance	300
Variable allowance (B)	4000
Gross salary(a)	10000
Deductions	
PF (Employee contribution)	00
E.S.I.C Professional tax	00
Income tax	As applicable
Gross deductions(b)	00
Net take home pay (A-B)	6000 + 4000
Company contributions	
PF(Company contribution)	NA
ESIC	NA
TOTAL(C)	00
COST TO COMPANY-CTC(A+B)	10000

Professional tax :as per government rule

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Date: 30/06/2022

Sub:-Letter of Intent

To: MANGAPATNAM VENKATA NAGA VIGNESWAR

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of **“Trader cum Business Development Intern”** with us for the process of “ICICI Securities Ltd.”.

As discussed, your compensation in your internship period will be INR 10,000/- including PLI per month for 6 Months i.e internship period. However, please note that the final compensation so offered shall range upto INR 4.0 LPA, subjected to internship performance, discipline, and other criteria discussed by management.

Your tentative joining shall be scheduled for JULY 2022.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR (HR@Employmentexpress.net). Failure to do so shall result in withdrawal of selection, and the offer shall be null and void.

It is hereby stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

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Date: 30/06/2022

Sub:-Letter of Intent

To: Hrushikesh Challa

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Date: 30/06/2022

Sub:-Letter of Intent

To: DASARI SAININAY KUMAR

Thank you for exploring career opportunities with Employment Express Verband LLP.

Basis your interview with us, we are pleased to extend our offer for the position of “**Trader cum Business Development Intern**” with us for the process of “ICICI Securities Ltd.”.

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Date: 30/06/2022

Sub:-Letter of Intent

To: JOE SEN SEBY

Thank you for exploring career opportunities with Employment Express Verband LLP.

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Date: 30/06/2022

Sub:-Letter of Intent

To:SYED SHAH KHURSHEED ALI

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APPOINTMENT LETTER

January 20, 2022

Dear U VARAPRASAD,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I U VARAPRASAD, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: U VARAPRASAD

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

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Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

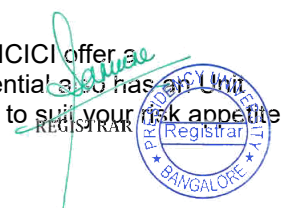
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature U VARAPRASAD 20/1/2022 1.00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074926


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear RAMESH,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I RAMESH, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: RAMESH

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund**- Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

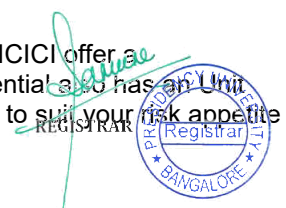
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature RAMESH 20/1/2022 12:42 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074882


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear GOPAVARAPU SAI MANIKANTA,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

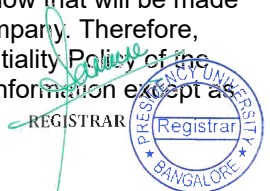
- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I GOPAVARAPU SAI MANIKANTA, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: GOPAVARAPU SAI MANIKANTA

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Janice
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Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

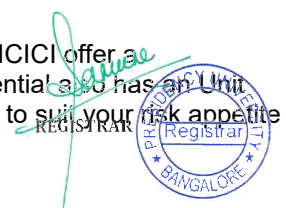
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature GOPAVARAPU SAI MANIKANTA 20/1/2022 11.30 AM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074898


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear ABHISHEK SINGH,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I ABHISHEK SINGH, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: ABHISHEK SINGH

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

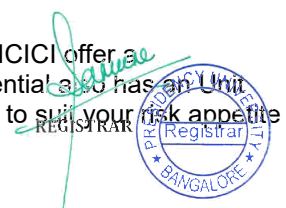
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature ABHISHEK SINGH 20/1/2022 10:15 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074856


REGISTRAR




APPOINTMENT LETTER

January 20, 2022

Dear ATTAR ZAMEER,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I ATTAR ZAMEER, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: ATTAR ZAMEER

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund**- Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

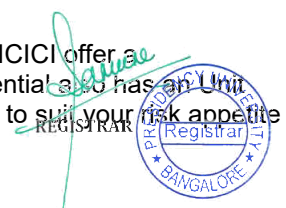
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature ATTAR ZAMEER 20/1/2022 10:36 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074849


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APPOINTMENT LETTER

January 20, 2022

Dear SHRAVAN N R,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:



- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

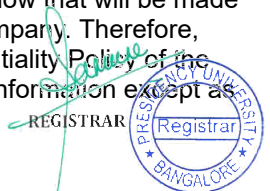
- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as



may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

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10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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BANGALORE



received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2008



I SHRAVAN N R, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: SHRAVAN N R

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV



Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:



Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:



You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund**- Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.



Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

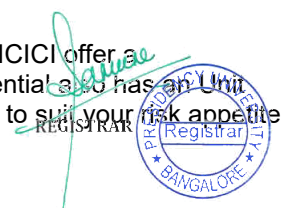
The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite



& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Accept Decline

Signature SHRAVAN N R 20/1/2022 12.49 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23074904


REGISTRAR


July 1, 2022

HRD/3T/1003450859/22-30

Mr. RANVA SAI SANNTHOSH
4-1777, SBI colony 1st cross, opp to nandamuri
nagar, KLD road Ananthapur, Andhra Pradesh,
515004

Ph: +91-7842357809

Dear RANVA SAI SANNTHOSH,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2022.07.01 16:10:00 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

July 1, 2022

HRD/3T/1003450859/22-30

Mr. RANVA SAI SANANTHOSH
4-1777, SBI colony 1st cross, opp to
nandamuri nagar, KLD road Ananthapur,
Andhra Pradesh, 515004

Ph: +91-7842357809

Dear RANVA SAI SANANTHOSH,
Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Definition

The following terms shall have the following meanings for the purpose of this Offer of Employment ("**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

Joining

Your scheduled date of joining the employment of the Company will be **12-Sep-2022**.

Location

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Training

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

Terms and Conditions during Training

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Probation and Confirmation

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

Compensation and Benefits

Salary

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

Performance- linked Incentive

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I and Annexure - II of this letter. The mode of payment for Financial Year 2021 - 22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans.

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

Passport & Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2021-22. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet `Sparsh`. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20_____

Sign your name

Print your full Name Location

Signature Not Verified
Digitally signed by Richard Lobo
Date: 2022.07.01 16:10:00 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



ANNEXURE - 9
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. RANVA SAI SANNTHOSH			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE -
(Compensation post successful completion of six months)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. RANVA SAI SANNTHOSH			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
4. INCENTIVE COMPONENTS				
		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)		1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)				26,250
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)				27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 2374894

Letter of Intent ("LOI")

Dear Kushal S,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst and A4 with Capgemini Technology Services India Limited**. , (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this Lol, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear


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the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

This is a system generated document and does not need a signature



ANNEXURE 1

Kushal S

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

Jaspre
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE



22-Apr-2022

Resume # RES/501008/38

To,
Mr. TATTALA VENKATA NAGA PAVAN KALYAN,
Bangalore

Dear TATTALA VENKATA NAGA PAVAN KALYAN,

Thank you for your time and effort in attending the interview with **Indegene Private Limited (formerly Indegene Lifesystems Private Limited)**. We extend this offer and the opportunity it presents with great confidence in your abilities. You have made a very favorable impression with everyone you met, and we are excited with the prospect of you joining our Company.

We are pleased to offer you the position of **Trainee Web Developer** in our Company as detailed below:

Your appointment is effective from the date of joining, which is tentatively **27 April, 2022**. Basis business need, the DOJ is subject to change [preponed/postponed] and the same would be intimated at least 2 weeks in advance. The offer shall stand continue to remain valid till new DOJ in such cases. You will be based at our **Bangalore - Manyata Tech Park** Office detailed appointment letter shall be issued to you upon joining.

- 1. Band, Level & Department: A : Level 1 People Practice & Operations**
- 2. Scope of Training:** The scope of your Training will be broadly as per the Training and Development guidelines as mentioned during our discussion. You will also render such other services under the direction of your superiors, consistent with your overall Training assignments, as may be necessary to meet our requirement from time to time. It is understood that you will attend to all Training assignments on priority. You will be assessed at the end of the twelve month term on assigned parameters with a condition that you need to meet the expected standards of certification. Based on your performance and the organizational needs, you may be absorbed on full-time employment with the company.
- 3. Training Period:** Your Training Period will be for a period of twelve months (12 months), starting with effect from **27 April, 2022**. During this period your total Compensation will be **Rs. 320,000 p.a. (Rupees Three Lakhs Twenty Thousand only per annum)** as explained in Annexure A. At the end of the period, it will automatically come to an end, unless we extend it for a further period in writing.



Indegene Private Limited, Aspen Block G4, 3rd Floor,
Manyata Embassy Business Park, Outer Ring Road,
Nagawara, Bengaluru - 560 045, India

Phone: +91 80 4674 4567, +91 80 4644 7777
www.indegene.com





4. **Training Bond:** The company will be incurring costs towards your training and you would therefore need to sign a training bond for an amount of Rs. **35,000/-** for 12 months. In case you decide to leave the company at any time during the bond period, you will need to pay the entire training amount due to the company.
5. **Rules & Procedures:** You will be governed by the Company's rules, regulations, administrative procedures in force from time to time on matters such as working hours, festival holidays, weekly offs, leaves and other administrative policies.
6. **Timings:** We work from **Monday to Friday, 9:00 AM to 6:30 PM**, during which your presence in the office is mandatory. Please note that you may be required to undertake shift duties / work extended hours as required by the Company depending upon the Training needs/assignments assigned to completion, business requirements / policies and exigencies of work.
7. **Leave -** You will be eligible for 1 day leave for every completed Training Month during your training period.
8. **Appraisal:** You will be taken on rolls as a full time employee on successful completion of 1 year traineeship with the company. You will then fall into the subsequent review cycle running at that time and be eligible for salary review as per the guidelines. Compensation guidelines can be changed as per the company policy.
9. **Background Verification: This Offer/Appointment shall, at all times, be subject to your successful clearing of the background verification (BGV) process.** BGV will be conducted in areas including your education, prior employment (s), criminal records and such other areas as may be required by client projects by Indegene or third-party agency appointed by Indegene either prior or post your joining. It is important for you to submit the documents specified below at any point in time (pre or post joining) for process compliance, and submission of the documents would be considered as your consent to execute the BGV process.
 1. You are required to submit the following documents:
 - a. Educational proofs - Convocation Certificate / Final Marksheet
 - b. Professional proofs-
 - i. Relieving letters and experience certificates
 - ii. Pay slips from previous employer before joining
 - c. Such other documents as may be necessary as per client project requirements.
 2. You may have to undergo a drug test or any other medical tests that would be arranged by Indegene as per the client project requirements.

If any of the statements/documents/reference details provided by you is found to be inaccurate or false, or if any feedback during the reference check is found to be negative, or if you were found to be convicted in any

criminal offence, Indegene will have the authority to nullify your offer / appointment and terminate your employment with immediate effect from the detection of such occurrence without any prior notice.



JOINING FORMALITIES:

At the time of joining, it is mandatory for you to submit the documents mentioned below:

1. **Photo identity & address proof** - photocopy of driving license, Aadhar card, passport, any other government issued ID/address proof.
2. **Educational certificates / Final marksheet** - photocopies along with the originals for verification.
3. **Pay slips** from the previous employer.
4. **Relieving letter(s)** from the last two employers.

Note: If you have been employed before, a clear relieving letter from your last employer is to be made available to us at the time of your joining service before your appointment takes effect. The company has offered you based on your representations/experience. In the event of your failure to provide us with a relieving letter, you agree to indemnify and keep the company indemnified from and against any and all claims that may arise in this regard.

5. Photographs:

- a) Self: four passport-size photographs.
- b) Postcard-size group photo with complete family (dependent parents, spouse, children) if applicable for ESI Benefits (see annexure A)

6. PAN card - Photocopy.

ACCEPTANCE OF OFFER

By accepting this offer, you hereby acknowledge and agree that the provisions herein are contingent on the successful completion of the background verification proceedings, which may include the use of an external agency to check your prior employment, education and criminal records. If any of the statements you provided during the course of your interview, in the details of your resume or any other documents you provided, are found to be inaccurate or false, it may result in nullification of this offer and corresponding termination of your employment with our Company.

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Your compensation details are confidential and you may discuss it only with the HR team, in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our Company.

This offer is valid for **1 day**. In order to accept it, you must do the following, after which period this offer shall **lapse** automatically.

1. Reply to this mail, stating your acceptance.
2. Inform any company with whom you have a contractual relationship (whether as an employee or a contractor) about termination of the relationship
3. Please note you may not work for any other Company or freelance while with Indegene Private Limited (formerly Indegene Lifesystems Private Limited).

ACCEPTANCE

I **Mr. TATTALA VENKATA NAGA PAVAN KALYAN** , hereby **accept** the position and terms and conditions of employment offered. I understand that any material misrepresentation by me of my qualifications, credentials, or personal record may result in my immediate dismissal upon discovery by the Company. I shall join the company on **27 April, 2022**.

Please sign your acceptance _____

Date: _____


REGISTRAR 



ANNEXURE A

Please find below the Cost to Company breakup, which we would like to offer you

Components	Annual Salary	Per Month Salary
Basic	146,004	12,167
Flexible Benefit Components (FBC)	45,552	3,796
* Personal Pay		
* Other Flexible Components (OFC)		
HRA	21,901	1,825
Communication	12,000	1,000
Sub Total 1	225,457	18,788
Retiral Components		
Provident Fund	22,320	1,860
Gratuity	7,023	585
Sub Total 2	29,343	2,445
Other Components		
*Statutory Bonus/ Ex-gratia	37,200	3,100
Sub Total 3	37,200	3,100
Fixed CTC	292,000	24,333
Annual Payout	12,000	1,000
Variable Pay - On a rating of 3	16,000	1,333
Cost to Company (CTC)	320,000	26,667
Deductions		
Employee Provident Fund	22,320	1,860
Retirals		
Employer Provident Fund	22,320	1,860
Gratuity	7,023	585
Total	51,663	4,305
Net Take home (without TDS)	240,337	20,028



Note:

- **Provident Fund (PF)*:**

PF is contributed at 12% of wages, subject to a minimum wage rate from time to time.

- **Statutory Bonus/ Ex-gratia*:**

Statutory Bonus/ Ex-gratia is calculated at 20% of wages, subject to a minimum wage rate from time to time and it is paid out on a monthly basis.

- **Gratuity*:**

Gratuity is applicable as per the Gratuity Act. It is payable on separation from the services of the company on completion of 5 years of continuous service and is computed on your last drawn basic salary.

- **Flexible Benefit Components (FBC)*:**

Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- i. Choose from a bouquet of allowances or benefits like Fuel Reimbursement, Drivers Salary, Professional Development Course, Food Coupons and Leave Travel Allowance (LTA) etc. to reduce your overall tax liability.
- ii. Redefine your salary structure within prescribed guidelines to optimize your earnings

Note - FBC is provided at the discretion of the management and it can also be withdrawn at any time or it can be subject to changes as per statutory and tax guidelines.

- **Communication (for official usage):**

This allowance is allocated for the mobile and internet charges that you would incur **towards maintenance of mobile / data card / devices such as dongle, wi-fi routers for call / internet connectivity at home for official usage and** will be paid as per the company process on monthly basis.

- **Variable Pay:**

Variable Pay is an important component of the total remuneration package, driven by individual performance and payable upon the organization and the department meeting the stated goals and yourself getting an annual average rating of 3 (normalized). As per the Performance Management System of the company, you will be eligible for a Variable Pay of **Rs. 16,000/-p.a.(Rupees Sixteen Thousand only per annum)** (TDS will be applicable as per

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the IT rules). The Variable Pay would be payable biannually, which would be subject to your being on the payrolls of the company at the time of payment. Employees who have resigned/ serving their notice pay, will not be entitled for a Variable Pay. The Company reserves the right to modify the variable pay scheme at its discretion from time to time.

- **Statutory Obligations/Contributions:**

You will be governed by statutory rules and regulations as per the Country's/State Legislation's & Company's policy. Appropriate recoveries will be implemented towards any statutory liabilities arising on your account. Any payment by way of statutory obligations or otherwise that may arise in future will be adjusted against the amount of your cost to the company (CTC). All statutory payments shall be calculated on the basis of basic salary or as per statutory/IT guidelines applicable to you from time to time.

- i. You will be required to join/continue to be a member of the Staff Provident Fund, be bound by the rules and entitled to its benefits.
- ii. You will be eligible for gratuity as per the Gratuity Act, payable on completion of 5 years.
- iii. ESI will be applicable based on your CTC.

- **Annual Payout:**

As a part of the compensation structure, a part of the CTC for the first 2 years would be payable to you as an annual payout. The annual payout of **Rs. 12,000/-** (TDS will be applicable as per the IT rules) would be payable to you twice; i.e. on completion of the 12th month & 24th month anniversary from your date of joining. The annual payout component if extended shall be confirmed in writing, else it will be distributed in the compensation mix as per the policy either in July or January with adjustment of balance payable. The payment of this component would be subject to your being on the payrolls of the company at the time of the payment.

Other Benefits

- **Mediclin Insurance:**

Employee only, would be covered under the Mediclin Insurance for a maximum sum of **Rs. 2,00,000/- (Rupees Two Lakh only per annum)**. As per the Company policy, the Company would bear the total premium. The Company reserves the right to increase the amount recovered based on the increasing healthcare/insurance premiums.

- **Personal Accident Insurance:**

You will be covered under the Personal Accident Insurance, which is a minimum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** or maximum of Annual CTC. The company would bear the total premium cost.

- **Life Insurance:**

You will be covered under the Group Term policy (Life Insurance) under the Free Cover Limit without insisting on Health Declarations and Medical Reports which is a minimum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** or maximum of 1.5 times of the Annual CTC.

With best wishes,



Bina Patil

Vice President – Human Resources

Employment Offer Letter

Name: Mr. Vishak Vijaya Kumar

Date: 10/06/2022

Dear Vishak

We are pleased to offer you a position of **Sales Engineer -Tech Support** with **Esyasoft Technologies Pvt.Ltd.**

Your total salary (CTC) will be **Rs.3,00,000 /-Per Annum (Rupees Three Lakh only)**

A detailed appointment letter with all terms and conditions will be issued to you on your joining day.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e., **13/06/2022**. Please contact us immediately if you require an alternative joining date.

To confirm your acceptance of this offer, you are required to:

Respond via email by signing and returning the Scan copy of offer letter to hradmin@esyasoft.com.

Reporting Location: Bangalore
Job location-Bangalore

Condition to Hire

Confirmation of Date of Joining.
Satisfactory background verification.

We are positive that you will find Esyasoft Technologies an exciting place to develop and advance your career and contribute to the development of the organization.

Welcoming you to Esya.

Yours Sincerely,

For Esyasoft Technologies Pvt. Ltd



Authorized Signatory

Vishak Vijaya Kumar

Employee Name





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1240191

Letter of Intent ("LOI")

Dear SURENDRA GANDHAM ,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.


REGISTRAR


Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1240191**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1240191**
- In case of any other query, write to use with e-mail subject as: **Other Queries - Superset ID 1240191**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

SURENDRA GANDHAM

Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/- (Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

This is a system generated document and does not need a signature

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

Surendra
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

22 June 2022

Nikitha D N

Letter of Offer

Dear Nikitha D N,

We are pleased to offer you a position of **Business Development Associate** with **Relevel**. You will be based out of the **Bangalore** office.

Your Fixed Cost to Company will be **INR 4,00,000** per annum.

Below would be the breakup of your CTC for your reference. In addition to the mentioned CTC, you are also eligible for incentives up to INR 50,000/- per week based on the active incentive structure and performance. You are also eligible for a BYOD (bring your own device) allowance of INR 2000/- per month.

Your date of joining would be on or before **27 June 2022**.

You will be on probation for initial 3 months, during which your notice period will be 7 days. Post successful completion of probation your notice period will be revised to 1 month.

We wish you a long and successful career with us.

Yukti Jha

Associate Vice President - HR

PILANI EXPERTS TECHNOLOGY LABS PVT. LTD.

Amar Jyothi House Building, No.57 to 82, Domlur Village, 100 Feet Rd, Bengaluru, Karnataka 560071

+91-9606053267 info@unacademy.pro



Salary Breakup

EARNINGS	MONTHLY	YEARLY
Basic	13,333	1,59,996
HRA	5,333	63,996
LTA	2,223	26,676
Special Allowance	10,644.33	1,27,732
Gross Earning (A)	31,533.33	3,78,400
Employer PF	1,800	21,600
CTC	33,333.33	4,00,000
PF Employee	1,800	21,600
Total Deductions (B)	1,800	21,600
Net Pay (A-B)	29,733.33	3,56,800

** Professional Tax (INR 200) and Income tax shall be deducted as applicable.

*You are also entitled to a relocation bonus up to INR 50,000/-, subject to submission of bills. If the company has paid a relocation allowance to you at the time of your joining the company and you leave the company before completion of one year of service for any reason or if the Company terminates your services for cause, then you shall be liable to return the relocation allowance that was paid to you and the company shall have the right to deduct the same from your full and final settlement.

* Company accommodation for 7 days will be provided by the company for self and dependents (spouse and children).

*The incentive structure updates will be communicated regularly as per the modifications.

***Compensation details are confidential.

Feel free to contact your HRBP, HRBP Name at Anu P - anu.p@relevel.com in case of any queries.

I, **Nikitha D N**, acknowledge that I have received, read through and understand the contents of this letter and agree to the contents herein.

Anu P

Associate Vice President - HR

Nikitha D N
Business Development Associate

PILANI EXPERTS TECHNOLOGY LABS PVT. LTD.

Amar Jyothi House Building, No.57 to 82, Domlur Village, 100 Feet Rd, Bengaluru, Karnataka 560071

+91-9606053267 info@unacademy.pro



EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **ABHIJEET KARNAL**

Appointment: Business Development Associate

Dear **ABHIJEET KARNAL**,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,



+91 9506021300
+91 9506012809



support@skillvertex.in
www.skillvertex.in



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HSR Layout, Bengaluru, Karnataka, 560102, IN

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BANGALORE

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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www.skillvertex.in



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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+91 9506012809



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **DADAPEER HM**

Appointment: Business Development Associate

Dear Dadapeer HM,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **GANESH V**

Appointment: Business Development Associate

Dear **GANESH V**,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



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The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **KARTHIK PATIL**

Appointment: Business Development Associate

Dear Karthik Patil,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

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16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **K SAI RAGHAVA**

Appointment: Business Development Associate

Dear **K SAI RAGHAVA**,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

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9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

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You will retire from the services of the Company on attaining the age of superannuation [58 years].



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
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3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **MAHESH KUMAR**

Appointment: Business Development Associate

Dear **MAHESH KUMAR,**

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,



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Sarve
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **PARVEZ PASA**

Appointment: Business Development Associate

Dear **PARVEZ PASA,**

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

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You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **RAHUL KUMAR DAS**

Appointment: Business Development Associate

Dear Rahul Kumar Das,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

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involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **ROSHAN PANDEY**

Appointment: Business Development Associate

Dear Roshan Pandey,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :

You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **SYED ZABI SAMEER**

Appointment: Business Development Associate

Dear Syed Zabi Sameer,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,



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Sameer
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

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in any other business that will potentially conflict with the business of the Company and Your role.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

9.1 NON-SOLICITATION :



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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

EMPLOYMENT AGREEMENT

Date: **22-06-2022**

To: **YASHVANTH REDDY**

Appointment: Business Development Associate

Dear Yashvanth Reddy,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **1-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **25-June-2022** for acceptance. If we do not hear from you by **25-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies,

involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging



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in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. iii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you



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7.1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work

for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.

7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

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You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

- i. attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.
- ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

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effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.



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Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

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You will retire from the services of the Company on attaining the age of superannuation [58 years].



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15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.



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SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh

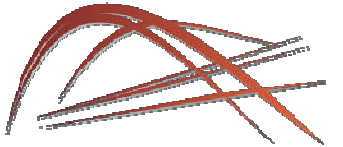
VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____



BRIDGINGGAPS

**BGPS Management
Solutions Pvt Ltd.**

Cabin.no.12, 2nd Floor,
SCO-40, Sector 11, Panchkula
Haryana - 134109
Web: www.bridginggaps.co.in

Ref No.BGPS/2022/2107

Date:- 01st Jun'2022

Mr. K Abul Hassan

141 8th Cross Govindpura VTC: Bangalore North PO:

Arabic North PO: Arabic Bangalore Karnataka 560045

Mobile no: 7348966865

Subject – OFFER LETTER

Dear K Abul,

With reference to your application and subsequent interview you had with us, we are pleased to offer you an appointment as **“Delivery Consultant”**.

Your annual Emoluments (CTC) shall be as per **Annexure-A**.

All income tax and statutory deductions will be applicable as per law.

Your place of posting will be at **Valuedrive Technologies Private Limited, Bangalore, Karnataka**. And you are requested to report to the office on or before 01st Jun'2022 at 10.00 a.m.

Kindly note that this offer is on a Fixed Term Contract Basis .

You are requested to carry following documents:-

- Proof of Date of Birth.
- Cancelled Cheque.
- RelievingLetter.
- AppointmentLetter.
- Photo ID Proof(2 Copies).
- Certificates of Educational Qualification.
- Proof of Permanent Address (2 Copies).
- Proof of Present Address (2 Copies).
- 4 Passport Size Photographs

This letter of offer is issued to you on the presumption that the particulars furnished by you in your application are correct.

Please reply with your acceptance of the offer within 48 hours of the receipt of offer. In case you fail to reply, this offer shall stand withdrawn after 48 hours.

Regards,

Annexure-A

Name – K Abul Hassan
Designation- Delivery Consultant
Salary Breakup:-

COMPONENT	PER MONTH AMOUNT (In INR)	PER ANNUM AMOUNT (In INR)
BASIC SALARY	15000	180000
HOUSE RENT ALLOWANCE	5083	60996
STATUTORY BONUS	1250	15000
SPECIAL ALLOWANCE	0	0
GROSS SALARY	21333	255996
EMPLOYEE PROVIDENT FUND @ 12%	1800	21600
LABOUR WELFARE FUND	0	0
PROFESSIONAL TAX	200	2400
EMPLOYEE ESIC @ 0.75%	0	0
TOTAL DEDUCTION	2000	24000
NET TAKE HOME	19333	231996
EMPLOYER'S PROVIDENT FUND @ 13%	1950	23400
INSURANCE (WORKMEN COMPENSATION POLICY)	50	600
EMPLOYER'S ESIC @ 3.25%	0	0
LABOUR WELFARE FUND	0	0
TOTAL CONTRIBUTION	2000	24000
COST TO COMPANY (CTC)	23333	2,80,000

Rohit Chandra

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

To,
Vemulapati Chaitanya
Subject: **Internship Letter**

Date: **December 14th 2021**

Dear Vemulapati Chaitanya,

In reference to your application, we would like to congratulate you on being selected for internship with **Intellipaat Software Solutions Pvt. Ltd.** Your work is scheduled to start from **24th January,2022** for a period of 6 Months. During this period, you will get paid Rs. 22,000/month (Rupees Twenty-Two Thousand Only) and you will be working as an '**Business Development Trainee**'. The technical platform and job role will be shared with you by your manager on the day of your joining.

Note:

- Number of working days is 6 days in a week.
- Your First Month (30 days) salary will be dispersed along with your 4th month salary.
- During this Internship you are eligible to get Rs 200,000/- Rupees as incentive based on your performance.
- During your internship, you are expected to be disciplined and sincere towards your job responsibility.
- Based on your performance, PPO will be released before the completion of your internship at Intellipaat.
- The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on Gross Salary
- You need to serve 30days of notice period without fail, or else the management of Intellipaat can hold your salary/ experience letter / relieving letter after joining.
- Minimum working duration must be 9 hours including one-hour lunch/dinner break.
- After the successful completion of 6 Months Internship period total CTC would be 900,000 INR.

Again, congratulations and we look forward to working with you.

Yours truly,
For Intellipaat Software Solutions Private Limited



Dev Bisht
Director- Human Resources

Intellipaat Software Solutions Pvt. Ltd.

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka-560068





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Siddhartha C
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

A formal contract with terms of service will be signed post your joining. We would appreciate confirmation of your acceptance to this offer by signing this letter and sending us a copy of it, not later than 27th Jan 2022.

We expect you to assume your duties at below mentioned address on or before 27th Jan 2022.

The industry is filled with exciting challenges, and we look forward to the opportunity of working with you and establish a well-designed system & process.

For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Lokit R Naidu
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

A formal contract with terms of service will be signed post your joining. We would appreciate confirmation of your acceptance to this offer by signing this letter and sending us a copy of it, not later than 27th Jan 2022.

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The industry is filled with exciting challenges, and we look forward to the opportunity of working with you and establish a well-designed system & process.

For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Syed Shoaib Akhtar
Presidency University
Bangalore

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Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

A formal contract with terms of service will be signed post your joining. We would appreciate confirmation of your acceptance to this offer by signing this letter and sending us a copy of it, not later than 27th Jan 2022.

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The industry is filled with exciting challenges, and we look forward to the opportunity of working with you and establish a well-designed system & process.

For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Sumanth R
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Shourabh Yadav
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Sharan
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

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Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

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Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Hareesh Sanganagouda Channappagoudar
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Harshit R
Presidency University
Bangalore

Subject: Offer Letter

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Prajwal J C
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Kevin Vinodh
Presidency University
Bangalore

Subject: Offer Letter

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Tivari Latish Murahari Singh
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Maregouda G
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:





ACE Industrial Packaging

Manufacturer's of Export Quality Wooden Pallets & Boxes
Heat Treatment Plant Approved by Govt. of India as per ISPM-15

Jan 21, 2022

Mr. Kishore Murugan K
Presidency University
Bangalore

Subject: Offer Letter

Following our discussions, we are pleased to offer you the position of **Production Executive**.

Your monthly emoluments will be Rs. 10,000/- for first 6 months (during your training period), from the date of joining & will be further increased to Rs. 18,000/- from 7th month onwards, after the successful completion of your probationary.

A formal contract with terms of service will be signed post your joining. We would appreciate confirmation of your acceptance to this offer by signing this letter and sending us a copy of it, not later than 27th Jan 2022.

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For **ACE INDUSTRIAL PACKAGING**

Authorised Signatory

Signed & Accepted:

Date:



Address: _____

Sub: Letter of Intent

Dear Kondur Monica Nagraju,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

During your traineeship period of initial two months, you will be designated as “Trainee - RPO” and post successful completion of training as an “Associate Recruiter”.

You will be governed by the rules and regulation and such other practices, systems, procedures, and policies framed by the company from time to time. You will also be governed by the statutory laws enacted by the Local Authority/State or Central Government as applicable to you from time to time. You are advised to make yourself familiar with the company’s rules and policies.

We would request you to make necessary arrangements in your organization and complete all the formalities before that since your joining date will not be extended in any case.

Please carry all the original documents as listed below at the time of joining, along with one set of photocopies:

1. Copies of Certificates in support of your Qualifications
2. 5 Passport size photographs
3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
4. Permanent and Local Address Proof
5. Pan Card Number and Copy
6. Aadhar Card Number

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

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Artech will perform a background check through an external agency post your joining & if any information/declaration furnished by you proves to be false or you are found to have willfully suppressed any material information, the company reserves the right to terminate your services without any notice or notice pay.

Your appointment letter will be handed over to you once the background check is completed satisfactorily.

You are expected to serve the organization for a minimum period of 18 months or else a retribution amount of Rupees One Lakh (INR 1,00,000) would be imposed to recover the tangible and intangible cost incurred on you.

You are requested to sign and return a copy of this letter as a token of acceptance of the terms and conditions.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.

Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

Company Profile:

Artech is the largest Women & Minority owned IT staffing firm in the US, with US\$ 725 million in annual revenues and a footprint across the globe. Artech was formed almost 3 decades ago and today, with commitment to providing best in class workforce solutions based on applied human intelligence, Artech works with over 85 Fortune 500 clients across USA, Canada, India, and China.

*At Artech, **we value human intelligence.***

We empower our teams to maximize the impact of their intellect, through a performance oriented, diverse, flexible, and inclusive work environment supported by our continuous learning and development focus.

Led by our visionary leadership, fuelled by our values, and driven by our combined intellect, our teams work with some of the largest Fortune 500 clients, defining industry benchmarks while optimizing their careers.

I am very pleased to accept the position of **Associate Recruiter - US IT Recruitment.**

I have attended the pre-placement presentation by Artech and have clearly understood the roles and responsibilities of the position along with the company's policies & benefits.

I am aware of the fact, that the job profile is in **Night shift** from **7:00 PM till 4:00 AM or 9:00 PM till 6:00 AM.**

I acknowledge the fact that at the time of joining Artech, I will have to sign a **Service level agreement (SLA)** for a period of **18 months.**

I am excited to join Artech & look forward to a rewarding career ahead.

I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Gude Madhav,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

During your traineeship period of initial two months, you will be designated as “Trainee - RPO” and post successful completion of training as an “Associate Recruiter”.

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We would request you to make necessary arrangements in your organization and complete all the formalities before that since your joining date will not be extended in any case.

Please carry all the original documents as listed below at the time of joining, along with one set of photocopies:

1. Copies of Certificates in support of your Qualifications
2. 5 Passport size photographs
3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
4. Permanent and Local Address Proof
5. Pan Card Number and Copy
6. Aadhar Card Number

Sanna
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PRESIDENCY UNIVERSITY
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Your appointment letter will be handed over to you once the background check is completed satisfactorily.

You are expected to serve the organization for a minimum period of 18 months or else a retribution amount of Rupees One Lakh (INR 1,00,000) would be imposed to recover the tangible and intangible cost incurred on you.

You are requested to sign and return a copy of this letter as a token of acceptance of the terms and conditions.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.

Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

A green ink signature is written over a blue circular official seal. The seal contains the text "REGISTRAR" at the top, "Registrar" in the center, and "PRESIDENCY UNIVERSITY BANGALORE" around the bottom edge, with two small stars on either side of the bottom text.

Acknowledgment Letter

Company Profile:

Artech is the largest Women & Minority owned IT staffing firm in the US, with US\$ 725 million in annual revenues and a footprint across the globe. Artech was formed almost 3 decades ago and today, with commitment to providing best in class workforce solutions based on applied human intelligence, Artech works with over 85 Fortune 500 clients across USA, Canada, India, and China.

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Tarpara Nisarg Bhaveshbhai,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

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3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
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5. Pan Card Number and Copy
6. Aadhar Card Number

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PRESIDENCY UNIVERSITY
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Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Adithya M S,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

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For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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I am excited to join Artech & look forward to a rewarding career ahead.

I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Tandle Likhith Rao,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

Company Profile:

Artech is the largest Women & Minority owned IT staffing firm in the US, with US\$ 725 million in annual revenues and a footprint across the globe. Artech was formed almost 3 decades ago and today, with commitment to providing best in class workforce solutions based on applied human intelligence, Artech works with over 85 Fortune 500 clients across USA, Canada, India, and China.

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Led by our visionary leadership, fuelled by our values, and driven by our combined intellect, our teams work with some of the largest Fortune 500 clients, defining industry benchmarks while optimizing their careers.

I am very pleased to accept the position of **Associate Recruiter - US IT Recruitment.**

I have attended the pre-placement presentation by Artech and have clearly understood the roles and responsibilities of the position along with the company's policies & benefits.

I am aware of the fact, that the job profile is in **Night shift** from **7:00 PM till 4:00 AM or 9:00 PM till 6:00 AM.**

I acknowledge the fact that at the time of joining Artech, I will have to sign a **Service level agreement (SLA)** for a period of **18 months.**

I am excited to join Artech & look forward to a rewarding career ahead.

I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Gude Srinivasulu,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

During your traineeship period of initial two months, you will be designated as “Trainee - RPO” and post successful completion of training as an “Associate Recruiter”.

You will be governed by the rules and regulation and such other practices, systems, procedures, and policies framed by the company from time to time. You will also be governed by the statutory laws enacted by the Local Authority/State or Central Government as applicable to you from time to time. You are advised to make yourself familiar with the company’s rules and policies.

We would request you to make necessary arrangements in your organization and complete all the formalities before that since your joining date will not be extended in any case.

Please carry all the original documents as listed below at the time of joining, along with one set of photocopies:

1. Copies of Certificates in support of your Qualifications
2. 5 Passport size photographs
3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
4. Permanent and Local Address Proof
5. Pan Card Number and Copy
6. Aadhar Card Number

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

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Your appointment letter will be handed over to you once the background check is completed satisfactorily.

You are expected to serve the organization for a minimum period of 18 months or else a retribution amount of Rupees One Lakh (INR 1,00,000) would be imposed to recover the tangible and intangible cost incurred on you.

You are requested to sign and return a copy of this letter as a token of acceptance of the terms and conditions.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.

Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

Company Profile:

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Vaka Harinatha Reddy,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Alwyn Jonathan,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Syed Kalesha,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Anuraj K,
Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Sandupatla Venkata Bhanu Prakash,
Congratulations!

We are happy to inform you that we have decided to offer you the position of
“Associate Recruiter” at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

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Wishing you all the best!

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Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Abhishek S Krishna,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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I am excited to join Artech & look forward to a rewarding career ahead.

I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Shwetha G,
Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

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2. 5 Passport size photographs
3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
4. Permanent and Local Address Proof
5. Pan Card Number and Copy
6. Aadhar Card Number

Sanna
REGISTRAR


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Your appointment letter will be handed over to you once the background check is completed satisfactorily.

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You are requested to sign and return a copy of this letter as a token of acceptance of the terms and conditions.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.

Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

A green ink signature is written over a blue circular official seal. The seal contains the text "REGISTRAR" at the top, "Registrar" in the center, and "PRESIDENCY UNIVERSITY BANGALORE" around the bottom edge, with two small stars on either side of the bottom text.

Acknowledgment Letter

Company Profile:

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Rashique Shah,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

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PRESIDENCY UNIVERSITY
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BANGALORE

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Ayan Assadi,

Congratulations!

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Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Muhammed Arif,

Congratulations!

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For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Syed Sufyaan Z,

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

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Acknowledgment Letter

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Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Ravikala Ajay Raj Kumar,

Congratulations!

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Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Arshiya Lubna,

Congratulations!

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For Artech Infosystems Pvt. Ltd.
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Regards,

_____ (sign here)

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College: _____

Address: _____

Sub: Letter of Intent

Dear Mahesh S,
Congratulations!

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2. 5 Passport size photographs
3. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Passport, Credit Card with Photo)
4. Permanent and Local Address Proof
5. Pan Card Number and Copy
6. Aadhar Card Number

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

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You are requested to sign and return a copy of this letter as a token of acceptance of the terms and conditions.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.

Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

Company Profile:

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I am very pleased to accept the position of **Associate Recruiter - US IT Recruitment.**

I have attended the pre-placement presentation by Artech and have clearly understood the roles and responsibilities of the position along with the company's policies & benefits.

I am aware of the fact, that the job profile is in **Night shift** from **7:00 PM till 4:00 AM or 9:00 PM till 6:00 AM.**

I acknowledge the fact that at the time of joining Artech, I will have to sign a **Service level agreement (SLA)** for a period of **18 months.**

I am excited to join Artech & look forward to a rewarding career ahead.

I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Hameed Abdulaziz Hameed Moqbel,
Congratulations!

We are happy to inform you that we have decided to offer you the position of
“Associate Recruiter” at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

You will be required to join us **14th Feb 2022**. Your total cost to the company would be **INR 4,68,000 (Four Lakhs Sixty-Eight Thousand Only- Including Benefits) Per Annum**. You are entitled for a monthly gross salary of INR 30,000.

(There will be a standard deduction of INR 172/Month)

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Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Deepak Kumar U S,
Congratulations!

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Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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Wishing you all the best!

Thanking You,
Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

A handwritten signature in green ink is written over a circular blue stamp. The stamp contains the text "REGISTRAR" at the top, "Registrar" in the center, and "PRESIDENCY UNIVERSITY BANGALORE" around the bottom edge, with two small stars on either side of the word "BANGALORE".

Acknowledgment Letter

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Preetham M,
Congratulations!

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Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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For Artech Infosystems Pvt. Ltd.
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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Rahul R,
Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
Chandra Mohan Ratra
(Deputy General Manager - Human Resources)

Acknowledgment Letter

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Hareef D,
Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

Please accept this as a formal offer letter from **Artech Infosystems Pvt. Ltd.**

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Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____

Address: _____

Sub: Letter of Intent

Dear Kummara Naveen,

Congratulations!

We are happy to inform you that we have decided to offer you the position of **“Associate Recruiter”** at our **Bangalore** office for our US Staffing Operations.

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Yours Sincerely,
For Artech Infosystems Pvt. Ltd.
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(Deputy General Manager - Human Resources)

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I accept the term & conditions stated above.

Thanking you,
Regards,

_____ (sign here)

Date: _____
College: _____



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 Nehul Gafoor,

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 Simran Shirol,

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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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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- b. Do not disclose personal data without authority
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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.

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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.

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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

Jane
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



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Karnataka 560068

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Appointment letter

Bangalore

Dear Bhavana K 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 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


REGISTRAR




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HSR Layout, Bengaluru,
Karnataka 560068

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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


REGISTRAR




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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


REGISTRAR




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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 Harshitha 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.


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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


REGISTRAR




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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


REGISTRAR




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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


REGISTRAR




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 Pradeep A B Patila,

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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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


REGISTRAR




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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


REGISTRAR




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 Syed Roshan Baba,

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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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


REGISTRAR




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 Anil E,

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
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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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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.

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


REGISTRAR




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


REGISTRAR




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





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


REGISTRAR




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 Annapoorna 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


REGISTRAR




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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


REGISTRAR




Edulstyn Learning Pvt Ltd

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

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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


REGISTRAR




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

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

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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


REGISTRAR




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 Sai Vignesh D,

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
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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


REGISTRAR




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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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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


REGISTRAR




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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

Jane
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

Appointment letter

Bangalore

Dear Rakshith K,

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


REGISTRAR




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


REGISTRAR




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HSR Layout, Bengaluru,
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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
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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

Jane
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

Appointment letter

Bangalore

Dear Varun Vamshik 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




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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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


REGISTRAR




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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.

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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


REGISTRAR




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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
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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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- 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


REGISTRAR




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

Janu
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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study@instyn.school

Appointment letter

Bangalore

Dear Hemanth Kumar D 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


REGISTRAR




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


REGISTRAR




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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


REGISTRAR




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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




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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.

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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

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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.

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 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.


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


REGISTRAR




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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


REGISTRAR




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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


REGISTRAR




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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.


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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


REGISTRAR




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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


REGISTRAR




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 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




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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


REGISTRAR




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 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


REGISTRAR




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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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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


REGISTRAR




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


REGISTRAR




EduInstyn Learning Pvt Ltd

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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




EduInstyn Learning Pvt Ltd

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


REGISTRAR




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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.

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


REGISTRAR




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


REGISTRAR




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.

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


REGISTRAR




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

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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.

SI 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


REGISTRAR




EduInstyn Learning Pvt Ltd

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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.


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


REGISTRAR




Edulstyn Learning Pvt Ltd

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

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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


REGISTRAR




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


REGISTRAR




EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
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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


REGISTRAR




EduInstyn Learning Pvt Ltd

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Karnataka 560068

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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




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


REGISTRAR




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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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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

Jane
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

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


REGISTRAR




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


REGISTRAR




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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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HSR Layout, Bengaluru,
Karnataka 560068

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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


REGISTRAR




EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
Karnataka 560068

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study@instyn.school

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




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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.

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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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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


REGISTRAR




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675, 9th Main Rd, Sector 7
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Karnataka 560068

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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.

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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.
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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


REGISTRAR




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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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Karnataka 560068

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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

Jane
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE



EduInstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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


REGISTRAR




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


REGISTRAR




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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 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.


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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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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 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




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


REGISTRAR




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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


REGISTRAR




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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


REGISTRAR




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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.


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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


REGISTRAR




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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


REGISTRAR




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 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




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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


REGISTRAR




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 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

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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


REGISTRAR




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

675, 9th Main Rd, Sector 7
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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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.

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


REGISTRAR




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


REGISTRAR




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


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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
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


REGISTRAR




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 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.

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


REGISTRAR




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

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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


REGISTRAR




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


REGISTRAR




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HSR Layout, Bengaluru,
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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


REGISTRAR




EduInstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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




EduInstyn Learning Pvt Ltd

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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


REGISTRAR




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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.

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


REGISTRAR




Edulstyn Learning Pvt Ltd

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


REGISTRAR




Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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Karnataka 560068

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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


REGISTRAR




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Karnataka 560068

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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.


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


REGISTRAR




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


REGISTRAR




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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


REGISTRAR




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


REGISTRAR




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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




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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.

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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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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


REGISTRAR




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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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- 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.

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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.
- 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


REGISTRAR




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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

Jane
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

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.


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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


REGISTRAR




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


REGISTRAR




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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


REGISTRAR




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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 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.


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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.

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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


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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 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.


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


REGISTRAR




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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


REGISTRAR




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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 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.


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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.

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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.

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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


REGISTRAR




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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


REGISTRAR




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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

Janu
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

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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

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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.

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


REGISTRAR




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


REGISTRAR




Eduinstyn Learning Pvt Ltd

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

CIN: U80902KA2022PTC156854
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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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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

Jane
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

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.


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


REGISTRAR




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


REGISTRAR




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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


REGISTRAR




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


REGISTRAR


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



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

Sanna
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	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/-

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

Sanna
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	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
A-B	Net Salary Pay	25000	300000

Date :16th Dec 2021

Dear **Koduru Venkatesh Yadav**

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

Sanna
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	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/-**

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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

Sanna
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.

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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.

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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	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/-**

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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

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

ANNEXURE

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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.

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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.

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

Sanna
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	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

Sanna
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.

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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.

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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.

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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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JOB TITLE: Inside Sales Executive

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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 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

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

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

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

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

Name:

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.

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- 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
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- ☒ Do not disclose your computer password to any unauthorized person.

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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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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.

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):

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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.

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 _____

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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.

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

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

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



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,

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SIGNATURE

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

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I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including 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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Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

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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.
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- ☒ 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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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 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**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

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

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

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JOB TITLE: Inside Sales Executive

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- Do not disclose personal data without authority

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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 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.

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

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

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

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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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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 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

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

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

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

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

Name:

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 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.

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 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 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

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

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

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

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

Name:

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
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With regards,

Shailendra Dhakad
Director
Codeyoung



WeWork, Vaishnavi Signature,
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support@codeyoung.com
8186928385

Employment Offer and Employment Agreement

23rd November 2021,

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

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

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

19. INDEMNIFICATIONS

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