

the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Anipindi Mohana Vamsy

Appointment: Business Development Associate

Dear Anipindi Mohana Vamsy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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BANGALORE

2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Bodayyagari Mounika

Appointment: Business Development Associate

Dear Bodayyagari Mounika,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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BANGALORE

2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

G Chandra Lekha

Appointment: Business Development Associate

Dear G Chandra Lekha,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Gokul R

Appointment: Business Development Associate

Dear Gokul R,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Katakam Rohith Sai

Appointment: Business Development Associate

Dear Katakam Rohith Sai,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Konakalla Teja

Appointment: Business Development Associate

Dear Konakalla Teja,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Konda Pavan Kumar

Appointment: Business Development Associate

Dear Konda Pavan Kumar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Pedarajugari Chandu

Appointment: Business Development Associate

Dear Pedarajugari Chandu,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Poka Venkata Pardha Saradi

Appointment: Business Development Associate

Dear Poka Venkata Pardha Saradi,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

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7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
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17. Leave Entitlement

Full-time employees are eligible for 24 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.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Pudota Praneeth

Appointment: Business Development Associate

Dear Pudota Praneeth,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

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2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

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5. Emoluments and taxes

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- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Sunkara Prem Kumar Reddy

Appointment: Business Development Associate

Dear Sunkara Prem Kumar Reddy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Ambati Mahendra Reddy

Appointment: Business Development Associate

Dear Ambati Mahendra Reddy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Beeram Yashovardhan Reddy

Appointment: Business Development Associate

Dear Beeram Yashovardhan Reddy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


REGISTRAR


2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Challa Venkata Siva Kumar Reddy

Appointment: Business Development Associate

Dear Challa Venkata Siva Kumar Reddy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Dilip Kumar M

Appointment: Business Development Associate

Dear Dilip Kumar M,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Gadde Gowtham Hari Tarun

Appointment: Business Development Associate

Dear Gadde Gowtham Hari Tarun,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

K Rohit

Appointment: Business Development Associate

Dear K Rohit,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Kadiyala Hemanth Kumar

Appointment: Business Development Associate

Dear Kadiyala Hemanth Kumar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Kiran Kumbar

Appointment: Business Development Associate

Dear Kiran Kumbar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Mandala Sangeetha

Appointment: Business Development Associate

Dear Mandala Sangeetha,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Manoj A

Appointment: Business Development Associate

Dear Manoj A,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

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7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Muniswamy A

Appointment: Business Development Associate

Dear Muniswamy A,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

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2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

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5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Narmada Gogineni

Appointment: Business Development Associate

Dear Narmada Gogineni,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Nithesh Kumar

Appointment: Business Development Associate

Dear Nithesh Kumar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Preetham Eswar

Appointment: Business Development Associate

Dear Preetham Eswar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

R Navyashree

Appointment: Business Development Associate

Dear R Navyashree,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Rai Venkata Pradeep

Appointment: Business Development Associate

Dear Rai Venkata Pradeep,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Raman Chettri

Appointment: Business Development Associate

Dear Raman Chettri,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Richa Sharma

Appointment: Business Development Associate

Dear Richa Sharma,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Riya Bhadra

Appointment: Business Development Associate

Dear Riya Bhadra,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Sanchit Agarwal

Appointment: Business Development Associate

Dear Sanchit Agarwal,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

Name: SHIVANI PATTANASHETTY

Date: 17/01/23

Dear Ms. SHIVANI PATTANASHETTY

LETTER OF OFFER

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of Offer for the position of **Graduate Engineer Trainee (GET)**. Your **Total Target Remuneration** is **INR 9,45,000/-** (Rupees Nine Lakhs Forty-Five Thousand only) per annum, which comprises of a fixed component of **INR 7,00,000/-** (Rupees Seven Lakhs only) per annum and Annual Target Bonus upto **INR 2,45,000/-** (Rupees Two Lakhs Forty Five Thousand only). (Refer Annexure 1 for details).

You are also entitled for a **retention bonus** which will be a one-time amount of **INR 2,50,000/-** (Rupees Two Lakhs Fifty Thousand only), payable as per policy.

You will also be covered under Vedanta **Long Term Incentive Plan** upto a maximum of **INR 2,00,000/-** (Rupees Two Lakhs only)

A detailed Offer cum Appointment Letter will be issued to you on joining the company and completion of all required formalities. The place of posting and onboarding date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Background Checks & fulfilling the following eligibility criteria:

- 60% throughout in 10th, 12th, Graduation and Post-graduation, without any backlogs at the time of selection and joining.
- Should have done full-time B.E / B.Tech / M.Tech in any discipline. No diploma entry is allowed.
- Maximum 1 year of gap between either XII & Graduation or between Graduation & Post Graduation.
- Mining: Engineers with diploma entry are eligible, maximum two-year gap is allowed between 12th and Graduation, No other gap in regular course of studies.
- Safety and Environment: two-year gap is allowed between 12th and Graduation and one year gap between Graduation and PG.

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates – X, XII, UG, additional qualifications (If any)
- Proof of your Date of Birth (preferably Aadhar Card)
- 5 Passport size photographs
- PAN Card & Cancelled Cheque

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,



Authorized Signatory



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Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 17/01/23

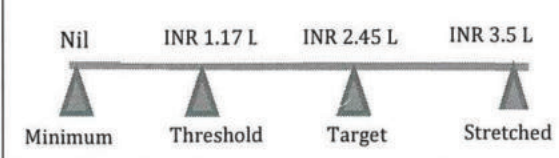
Name	SHIVANI PATTANASHETTY
Company / Business Unit	Vedanta Limited
Position / Title	Graduate Engineer Trainee (M7)
Training Period	6 Months
Probation Period	6 Months (Assistant Manager)
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	Particulars	Amount (INR) Per Annum	Notes
I	Basic	2,80,000	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	House Rent Allowance ("HRA")	1,12,000	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 50%/40% of the Basic pay as per location. HRA is an allowance is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	Personal Allowance	1,69,605	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	Statutory Bonus	56,000	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
V	Uniform Allowance	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	Leave Travel Allowance ("LTA")	23,333	Leave Travel Allowance is paid on a monthly basis with tax deduction. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday. The tax exemption can be claimed annually with submission of required documents.

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#	Particulars	Amount (INR) per annum	Notes
VII	Provident Fund ("PF")	33,600	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
VIII	Gratuity	13,462	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
Fixed Pay		7,00,000	Sum of all above
Performance Pay Scheme (As currently applicable and subject to change as per company rules from time to time)			
	Target Annual Bonus	2,45,000	<p>The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax.</p>  <p>The diagram shows a horizontal line with four points marked by triangles below it. From left to right, the points are labeled: Nil, INR 1.17 L, INR 2.45 L, and INR 3.5 L. Below these labels are the terms: Minimum, Threshold, Target, and Stretched.</p>
Total Target Remuneration		9,45,000	

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

- Vedanta Long Term Incentive Plan ("LTIP") is a conditional share plan for rewarding talent on a pre-determined vesting criteria linked with Business Performance and Employee's Individual Performance subject to continued employment with the organization for a specified tenure. LTIP is implemented periodically, at the sole discretion of management, in which some select employees are eligible for grant of stock options based on individual performance and potential. You will be covered within 12 months of your joining or in the forthcoming LTIP grant and subsequent coverage is purely based on your performance as well as at the discretion of the management. You will be eligible for a Total Grant Value of **INR 2,00,000/-**


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2. You will be eligible for retention bonus of **INR 2,50,000/-** which will be paid in 2 instalments as follows - 1 Lakh as Joining Bonus and balance 1.5 Lakhs upon completion of 24 months in the organization. Both instalments are subject to a 100% claw back if you decide to leave the organization within 24 months of date of payment.
3. Target Annual Bonus: In case you leave the organization before completion of 1 year from date of joining, you will not be eligible for annual bonus.
4. LTIP and Target Annual Bonus pay out is governed by company policy
5. 100% compliance of company's rules, regulations, code of conduct and Group Values
6. Production Incentive: You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the company policy up to a maximum of **INR 50,000/-** per annum. This is not applicable in Corporate and Non-Unit Locations
7. You will be entitled to certain benefits as per company policy

For Vedanta Limited



Authorized Signatory

The provisions of this Letter of Offer have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of fulfilling eligibility criteria and clearing medical fitness tests.

[NAME]

[SIGNATURE]

[DATE]



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Registrar

Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

1. Physical Examination, vision, eye (color blindness test), dental check up
2. HB. WBC total & Diff Count
3. ESR
4. Blood Sugar AC & PC
5. Fasting Lipid Profile
6. Ser. Creatinine
7. L F T
8. Urine Routine Exam
9. Chest X-ray PA View
10. ECG & T M T
11. Audiometry and Spirometry

- In case you undergo Medical Fitness tests by a certified medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final. If declared medically unfit, the LOI stands cancelled.
- The medical charges for above will be reimbursed on joining on production of original bills as per the company's policy. If declared medically unfit, the original bills can be sent to us for reimbursement.



Authorized Signatory


REGISTRAR


OFFER LETTER

Date : 05-Jan-2023

Shrinithya R

Appointment: Business Development Associate

Dear Shrinithya R,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Supritha B

Appointment: Business Development Associate

Dear Supritha B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Surya G

Appointment: Business Development Associate

Dear Surya G,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.



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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Thippineni Pavan Kalyan

Appointment: Business Development Associate

Dear Thippineni Pavan Kalyan,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Usha V

Appointment: Business Development Associate

Dear Usha V,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Varun Kumar D N

Appointment: Business Development Associate

Dear Varun Kumar D N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Vijay Kumar K S

Appointment: Business Development Associate

Dear Vijay Kumar K S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Yatalaboina Siri Praseeda

Appointment: Business Development Associate

Dear Yatalaboina Siri Praseeda,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Bhemasetty Bhanu Sainath

Appointment: Business Development Associate

Dear Bhemasetty Bhanu Sainath,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Abhijeet Pandey

Appointment: Business Development Associate

Dear Abhijeet Pandey,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


REGISTRAR


2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Sirisha G

Appointment: Business Development Associate

Dear Sirisha G,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Sarika N

Appointment: Business Development Associate

Dear Sarika N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Soumita Das

Appointment: Business Development Associate

Dear Soumita Das,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Soham Sen

Appointment: Business Development Associate

Dear Soham Sen,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Giddaluri Naveen Chandra

Appointment: Business Development Associate

Dear Giddaluri Naveen Chandra,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

S R Metheswar

Appointment: Business Development Associate

Dear S R Metheswar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Shaik Muneer

Appointment: Business Development Associate

Dear Shaik Muneer,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

Name: SHWETHA N

Date: 17/01/23

Dear Ms. SHWETHA N

LETTER OF OFFER

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of Offer for the position of **Graduate Engineer Trainee (GET)**. Your **Total Target Remuneration** is **INR 9,45,000 /-** (Rupees Nine Lakhs Forty-Five Thousand only) per annum, which comprises of a fixed component of **INR 7,00,000/-** (Rupees Seven Lakhs only) per annum and Annual Target Bonus upto **INR 2,45,000/-** (Rupees Two Lakhs Forty Five Thousand only). (Refer Annexure 1 for details).

You are also entitled for a **retention bonus** which will be a one-time amount of **INR 2,50,000/-** (Rupees Two Lakhs Fifty Thousand only), payable as per policy.

You will also be covered under Vedanta **Long Term Incentive Plan** upto a maximum of **INR 2,00,000/-** (Rupees Two Lakhs only)

A detailed Offer cum Appointment Letter will be issued to you on joining the company and completion of all required formalities. The place of posting and onboarding date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Background Checks & fulfilling the following eligibility criteria:

- 60% throughout in 10th, 12th, Graduation and Post-graduation, without any backlogs at the time of selection and joining.
- Should have done full-time B.E / B.Tech / M.Tech in any discipline. No diploma entry is allowed.
- Maximum 1 year of gap between either XII & Graduation or between Graduation & Post Graduation.
- Mining: Engineers with diploma entry are eligible, maximum two-year gap is allowed between 12th and Graduation, No other gap in regular course of studies.
- Safety and Environment: two-year gap is allowed between 12th and Graduation and one year gap between Graduation and PG.

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates – X, XII, UG, additional qualifications (If any)
- Proof of your Date of Birth (preferably Aadhar Card)
- 5 Passport size photographs
- PAN Card & Cancelled Cheque

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,



Authorized Signatory




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Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 17/01/23

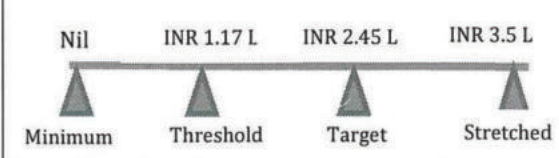
Name	SHWETHA N
Company / Business Unit	Vedanta Limited
Position / Title	Graduate Engineer Trainee (M7)
Training Period	6 Months
Probation Period	6 Months (Assistant Manager)
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	Particulars	Amount (INR) Per Annum	Notes
I	Basic	2,80,000	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	House Rent Allowance ("HRA")	1,12,000	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 50%/40% of the Basic pay as per location. HRA is an allowance is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	Personal Allowance	1,69,605	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	Statutory Bonus	56,000	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
V	Uniform Allowance	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	Leave Travel Allowance ("LTA")	23,333	Leave Travel Allowance is paid on a monthly basis with tax deduction. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday. The tax exemption can be claimed annually with submission of required documents.

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#	Particulars	Amount (INR) per annum	Notes
VII	Provident Fund ("PF")	33,600	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
VIII	Gratuity	13,462	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
Fixed Pay		7,00,000	Sum of all above
Performance Pay Scheme (As currently applicable and subject to change as per company rules from time to time)			
	Target Annual Bonus	2,45,000	<p>The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax.</p>  <p>The diagram shows a horizontal line with four points marked by triangles below it. From left to right, the points are labeled: Nil (Minimum), INR 1.17 L (Threshold), INR 2.45 L (Target), and INR 3.5 L (Stretched).</p>
Total Target Remuneration		9,45,000	

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

- Vedanta Long Term Incentive Plan ("LTIP") is a conditional share plan for rewarding talent on a pre-determined vesting criteria linked with Business Performance and Employee's Individual Performance subject to continued employment with the organization for a specified tenure. LTIP is implemented periodically, at the sole discretion of management, in which some select employees are eligible for grant of stock options based on individual performance and potential. You will be covered within 12 months of your joining or in the forthcoming LTIP grant and subsequent coverage is purely based on your performance as well as at the discretion of the management. You will be eligible for a Total Grant Value of **INR 2,00,000/-**


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2. You will be eligible for retention bonus of **INR 2,50,000/-** which will be paid in 2 instalments as follows - 1 Lakh as Joining Bonus and balance 1.5 Lakhs upon completion of 24 months in the organization. Both instalments are subject to a 100% claw back if you decide to leave the organization within 24 months of date of payment.
3. Target Annual Bonus: In case you leave the organization before completion of 1 year from date of joining, you will not be eligible for annual bonus.
4. LTIP and Target Annual Bonus pay out is governed by company policy
5. 100% compliance of company's rules, regulations, code of conduct and Group Values
6. Production Incentive: You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the company policy up to a maximum of **INR 50,000/-** per annum. This is not applicable in Corporate and Non-Unit Locations
7. You will be entitled to certain benefits as per company policy

For Vedanta Limited



Authorized Signatory

The provisions of this Letter of Offer have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of fulfilling eligibility criteria and clearing medical fitness tests.

[NAME]

[SIGNATURE]

[DATE]



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Registrar

Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

1. Physical Examination, vision, eye (color blindness test), dental check up
2. HB. WBC total & Diff Count
3. ESR
4. Blood Sugar AC & PC
5. Fasting Lipid Profile
6. Ser. Creatinine
7. L F T
8. Urine Routine Exam
9. Chest X-ray PA View
10. ECG & T M T
11. Audiometry and Spirometry

- In case you undergo Medical Fitness tests by a certified medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final. If declared medically unfit, the LOI stands cancelled.
- The medical charges for above will be reimbursed on joining on production of original bills as per the company's policy. If declared medically unfit, the original bills can be sent to us for reimbursement.



Authorized Signatory


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OFFER LETTER

Date : 05-Jan-2023

Rahul Ramesh Pammar

Appointment: Business Development Associate

Dear Rahul Ramesh Pammar,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

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- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Naveen Nelson W

Appointment: Business Development Associate

Dear Naveen Nelson W,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Abhay Keerthan Katta

Appointment: Business Development Associate

Dear Abhay Keerthan Katta,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.


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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">• Professional / Educational Certificates.• Payslip of Last 3 Months of previous employment (if applicable).• Relieving Letter from Previous Served Company (if applicable).• Graduation Certificate.• Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Akshay K S

Appointment: Business Development Associate

Dear Akshay K S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Deekshitha L

Appointment: Business Development Associate

Dear Deekshitha L,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.



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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Madhura H C S

Appointment: Business Development Associate

Dear Madhura H C S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

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2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

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5. Emoluments and taxes

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- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Madhushree C

Appointment: Business Development Associate

Dear Madhushree C,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Mahendra B

Appointment: Business Development Associate

Dear Mahendra B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Mohammed Affan Hussaini

Appointment: Business Development Associate

Dear Mohammed Affan Hussaini,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


REGISTRAR


2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


REGISTRAR


ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Poornima N

Appointment: Business Development Associate

Dear Poornima N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Uma BharathiH K

Appointment: Business Development Associate

Dear Uma BharathiH K,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Umar Haseeb

Appointment: Business Development Associate

Dear Umar Haseeb,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01-2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such 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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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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ANNEXURE

S. No.	PARTICULARS
1.	<ul style="list-style-type: none">Professional / Educational Certificates.Payslip of Last 3 Months of previous employment (if applicable).Relieving Letter from Previous Served Company (if applicable).Graduation Certificate.Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

OFFER LETTER

Date : 05-Jan-2023

Darapaneni Venkata Siva Narayana Chowdary

Appointment: Business Development Associate

Dear Darapaneni Venkata Siva Narayana Chowdary,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **01st-May-2023**, subject to the following terms and conditions. This offer of appointment is valid until **10-01- 2023** for acceptance. If we do not hear from you by **10-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000 (Six lakhs only)**, with a fixed compensation of **INR 3,60,000 (Three Lakhs and Sixty Thousand only)** per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000 (Two Lakhs and Forty Thousand only)** subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
- ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. In total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.



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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.


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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
 - i. not to enter any premises of the Company; and/or
 - ii. to refrain from business contact with any customers, clients or other employees of the Company.
3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION
 - i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify


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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.



Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____


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