2. NON-COMPETE

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

10. Publication

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

11. Confidentiality

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

12. Intellectual property

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

13. Notices

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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Aditya Sai Natekar

Appointment: Business Development Associate

Dear Aditya Sai Natekar,

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.

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

12. Intellectual property

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

13. Notices

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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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ULearn -Edu,
4-17,RCC Roof Building,
Vatsavai Mandal, RAMCO Cement Factory Dharmavarappadu,
Krishna, Andhra Pradesh,
GSTIN :- 37KLYPS1085L1ZT

Support@ulearn-edu.com
+91 9293051375

Dear **PAGIDELAVENKATA MOKSHITH**,

Subject: Appointment in the position of Business Development Executive

With reference to your application and subsequent interview you had with us, we are pleased to confirm your appointment for the above-said position in ULearn.

1. AGREEMENT CUM APPOINTMENT LETTER

This agreement is made between ULearn **PAGIDELA VENKATA MOKSHITH REDDY**, (Here in after called the "Employee") of the other part and the Joining date will be on whereas The Company is desirous of **PAGIDELA VENKATA MOKSHITH REDDY** as its Business Development Executive and the Employee has agreed to the terms and conditions outlined below.

2. NOW, THIS AGREEMENT WITNESSES as follows:

- Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective departments as detailed in Annexure-1.
- The Employee shall perform such duties and exercise such powers, which may from time to time be assigned to or vested in him by the Company.
- The Employee shall, unless prevented by ill health or any unavoidable cause, during the continuanceof the term of his office, devote his whole time, attention, and abilities to the business of the Company.
- The Employee shall obey the orders from time to time of the Board of Directors of the Company and in all respects conform to and comply with the directions given and regulations made by the Board. They shall well and faithfully serve the Company to the best of their abilities and shall make their utmost endeavors to promote the interests of the Company.
- The Company may terminate this agreement at any time before the expiry of the stipulated term by giving one month's notice in writing to him. The Company can terminate your contract any time if you commit any material or persistent breach of any of the provisions contained.
- Be guilty of any default, misconduct, or neglect in the discharge of your duties affecting the business of the Company.

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3. WORKING HOURS:

Your standard working hours will be 10:00AM to 8:30 PM, Monday through Saturday. Given your position in the Company, you shall effectively perform to ensure results. You will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires. Addition-ally, as mentioned in your interview process, the Company may implement staggered work shifts from time to time. In such an event, you shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

As per our discussion you will report to the Company on the joining date will beshortly communicated by the Company as a Business Development Executive Trainee

4. TRAINING PERIOD:

You shall be on Training Period (Internship Period) for 3 months, from the date of joining the Company. The Company reserves the right to terminate the tenure of the job upon performance or behavioral grounds. During the training/probationary period for matters related to discipline or performance, the Company reserves the right to act according to the company's policy. The salary during the months of probation will solely be dependent on performance based. Upon completing your work, you shall be receiving a stipend of up to Rs 10,000 to 12,000.

5. LEAVE:

You will be entitled to a total leave of 12 sick leaves in a year where not more than one day of leave can be redeemed per month and 12 paid leaves in a year which can be redeemed based on your performance and time with the Company. All National Holidays will be holidays for all employees. The Company reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

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6. NOTICE PERIOD and TERMINATION:

- During the Training/Probation Period the Company reserves the right to terminate your employment and may give you compensation equivalent to one month's salary which is based on annual fixed compentation, in lieu of the notice period. In case the termination is initiated by you for pre-closure of contract, you shall serve a notice period of 3 months. Serve for a period of 1 month without pay, also compensate the Company equivalent to the last drawn three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract.

- After confirmation of your service at the Company, the contract of employment is terminable by the Company. If you initiate the termination, The Company reserves the right to recover from you an amount equivalent to three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract, subject to the release date being approved by the Company.

- If you initiate termination, it shall be treated as breach of contract and the Company may, at its discretion, relieve you from a date it may deem fit. The Company will agree to the release date in lieu of notice period. During the notice period, however, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/forfeit your dues and recover from you a penalty up-to the equivalent of 3 month's salary. The Company also reserves the right to legally prosecute the employee in the case of breach of contract.

- The Company may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed

1. Any heinous criminal act or any offence involving moral turpitude (the term "moral turpitude"includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.),
2. Sexual harassment (adjudicated guilty as per the Company's policy and local laws) or
3. Other act that threatens or likely to damage Company's reputation or
4. Any misconduct Or breach of terms and conditions outlined in this contract of employment including the Company's policies.
5. Any activity leading to loss of business The Company also expects that you voluntarily disclose details of any of the above acts to the Company at the time of joining or during your employment with the Company, as applicable, based on which the Company may terminate/suspend your services at its discretion at any time immediately upon written notice to you.

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7. BASKET OF ALLOWANCES (BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance and Telephonic Allowance. You have the flexibility of changing the amounts under each of the above-mentioned heads, within your BOA, according to your preferences and income tax plan.

8. NON-DISCLOSURE AGREEMENT

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company all its property, equipment, and documents, including but not limited to electronically stored information. You agree to assign ownership of any intellectual property rights and copyrights hereby indefinitely to the Company for all work that are done as part of your employment with the Company.

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+91 9293051375

9. NON-COMPETE AND NON-SOLICITATION

The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to the loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of the Company. The Employee acknowledges and deems the terms and conditions of this contract, including the remuneration given hereunder, to be adequate consideration for giving the undertakings contained in this Clause.

10. EARNINGS

During Internship which spans for a period of 3 months, mentioned above, month will be paid with monthly and quarterly incentives (Please note – In case during the internship the candidate decides to quit, our organization will not be liable to pay the above- mentioned stipend to the candidate and it is mandatory for each of the recruited candidate to complete his / her internship duration to be eligible to qualify for permanent placement and confirmation of internship completion documents.)

Post completion of Internship and based on individual performances, the intern will be inducted into the company as a permanent employee and the CTC will be revised to Business Development Executive G3.

(Refer Annexure).

Based on the performance of the employee for the next three months, they will be promoted to one of the three grades which are mentioned below in annexure

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- G 1: Gets a salary of INR 4 – 5.2 Lakhs PA.
- G 2: Gets a salary of INR 3.6 - 4 Lakhs PA.
- G 3: Gets a salary of INR 3.2- 3.6 Lakhs PA.

We hope you have a great learning experience with us and grow in the process of this role.

Thank you.

Nallagatla Vijaya Ram Gopal
Founder & HR Manager ULearn

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed: Date:

Name:

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Annexure 1

Operations Executive G3		
Components	**Per month (INR)**	**Annual (INR)**
Base Salary	16,000	1,92,000
House Rent Allowance (HRA)	5,000	60,000
Other allowance including flexible components	1,000	12,000
Performance based Incentive (Variable)	up-to 8,000	up-to 96,000
Fixed compensation (In Hand)	22,000	2,64,000
Cost to Company (CTC)		3,60,000

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Operations Executive G2		
Components	**Per month (INR)**	**Annual (INR)**
Base Salary	19,440	2,33,280
House Rent Allowance (HRA)	6,210	74,520
Other allowance including flexible components	1,350	16,200
Performance based Incentive (Variable)	up-to 6,333	up-to 76,000
Fixed compensation (In Hand)	27,000	3,24,000
Cost to Company (CTC)		4,00,000

Operations Executive G1		
Components	**Per month (INR)**	**Annual (INR)**
Base Salary	22,600	2,59,200
House Rent Allowance (HRA)	6,900	82,800
Other allowance including flexible components	2,500	18,000
Performance based Incentive (Variable)	up-to 7,500	up-to 90,000
Fixed compensation (In Hand)	32,000	3,84,000
Cost to Company (CTC)		4.50,000

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Usharani R

Appointment: Business Development Associate

Dear Usharani 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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
PRESIDENCY UNIVERSITY Registrar 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

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Bhuvan Krishna M N

Appointment: Business Development Associate

Dear Bhuvan Krishna M 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

REGISTRAR

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6. Notice Periods

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

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

   i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
   ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
   iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
   iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
   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
PRESIDENCY UNIVERSITY Registrar 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.

REGISTRAR
PRESIDENCY UNIVERSITY Registrar 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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Keerthana B A

Appointment: Business Development Associate

Dear Keerthana B 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Monica M S

Appointment: Business Development Associate

Dear Monica M 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

B Bhanu Prakash

Appointment: Business Development Associate

Dear B Bhanu Prakash,

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.

REGISTRAR

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6. Notice Periods

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

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

   i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
   ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
   iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
   iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
   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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Jonnagaddala Ravi Teja

Appointment: Business Development Associate

Dear Jonnagaddala Ravi 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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Santhosh N S

Appointment: Business Development Associate

Dear Santhosh N 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Shaik Mohammad Farooq

Appointment: Business Development Associate

Dear Shaik Mohammad Farooq,

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.

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PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Harshith G S

Appointment: Business Development Associate

Dear Harshith G 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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
PRESIDENCY UNIVERSITY Registrar 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.

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

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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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PRESIDENCY UNIVERSITY Registrar BANGALORE

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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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Lakshmi Priya

Appointment: Business Development Associate

Dear Lakshmi Priya,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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080 4890 9199
contact@univisiontechnocon.com
GSTIN: 29AABCU7842E1Z5
CIN: U72100KA2015PTC078659

EMPLOYMENT CONTRACT

Private and Confidential

Date: 3rd May *2023*

Dear **Lomada Charan,**

We are pleased to inform you that we are engaging your services as **Embedded Firmware Engineer** effective from **1th June 2023**. The following are the conditions of your employment with this Company:

1. You shall be entering in to the contract for a period of **Thirty (30) months** commencing from **1th June 2023 as your first day of work with the Company.** During your employment, you will be on probation for the period of **Six (6)** months in order to develop the skill sets required to work on the in-house projects, Client projects or any other requirement so stated by the organization time and again.

Post your probation, Company reserves the rights to deploy to any of the Internal or onsite and offshore projects based on the requirement at that point in time. You agree to be assigned to any work or work station or branch of the Company for such periods as may be determined by the Company and whenever the service requires such assignments.

During your probation period you will be paid CTC of Rs. **2,00,000 (Two lakh only) per annum**. If any time, during the Probation the employee does not show the expected performance or remains absent without prior permission or misbehaves, his/her service can be terminated by giving One Day's Notice or by making payment of one day in lieu of notice

If the performance is not found satisfactory after completing the Probation of **6 Months**, either his/her probation period can be extended by another 15 days or service can be terminated by giving One Day's Notice based on the management discretion. During such an extension compensation will remain same as per the probationary period.

2. You shall be signing a Service Bond of Thirty (30) months with the company in view of the cost incurred by the Company in respect of process of selection, training, deployment etc.

Employee Name and Signature

Date:

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080 4890 9199
contact@univisiontechnocon.com
GSTIN: 29AABCU7842E1Z5
CIN: U72100KA2015PTC078659

3. The Company shall pay following Fixed salary slabs during his/her employment of the Contract Period -

a) **Probation period of First 6 months - Rs. 2,00,000 CTC (Two lakh only) per annum**
b) **7th Month onwards - Rs. 3,00,000 CTC (Three lakhs only) based on the performance**

From then on there will be annual increment of 15-20% based on the Performance as decided by the management. (Salary increment will be effective post 1 year from the time of last increment after probationary period)

The above amount includes all the statutory deductions as per the Companies Act. If the employee completes 30 (thirty) months period successfully as decided by the company, then he will be absorbed in a suitable grade as per Organization's rule.

4. That during the period of his/her employment, the Employee shall be bound to observe and abide by all terms and conditions and stipulations hereinafter contained as also by such other rules and regulations as may be framed by the Company from time to time to be observed by or to be applicable to the Employees of his class.

5. That in the event of the Employee leaving the services of the Company before the Expiry of the period of the Contract, as also in the event of the Employee making it obligatory or necessary or expedient on the part of the Company to terminate his services for any reason of whatsoever nature and for things mentioned in paragraph 4 above, the employee shall be liable to pay **Rs. 4,00,000 (Four Lakh only)** to the Parent Company as sum equivalent to process of selection, training, deployment Expenses incurred by the company. Employee agrees to pay the same without any proof of actual damages suffered by the Company to which his services may have been transferred, being required to be produced and such payments shall always be independent of and not in lieu of any other compensation or damages that the Employees may have rendered herself liable to pay to Company or any of the Companies or concerns as above said, by reason of his having committed breach of any of the conditions herein before contained by reason of his having caused any damages or injury to the Camping or concern to which his services might have been transferred, by his conduct or omissions while in employment, the Employee, further agrees that, the Company shall have lien on all amounts due to the Employees from the Company in respect of the damages aforesaid and the Company shall be entitled to exercise the same and to set the said amounts off against such damages without reference to the Employee.

Employee Name & Signature Date:

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6. That it shall be competent to the Company to transfer the services of the Employee to any other Company or Firm or concern to which the Management of this Company deem it necessary or fit to transfer and in the event of such other Company or Firm or Concern and shall be entitled to the continuity of the services under these presents and shall be entitled to all the amenities or benefits which may be in force in such Company, Company or concern to which his services may be transferred.

7. You are required to comply with the all-existing rules, regulations and policies of the Company as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments and standard operating procedures, use of Company properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of our business;

8. You agree that all record and documents of the Company and all information pertaining to its business and/or its affairs and that of its customers are absolutely confidential and unauthorized disclosure or reproduction of the same will not be made by you at any time during or after your employment. You agree that any breach of confidentiality will constitute sufficient ground for immediate termination of your employment for cause and/or civil and criminal liability.

9. In case you intend to resign from the Company and breach the bond by paying the said amount mentioned paragraph 5, you are required to notify the Company at least **Three (3) months** prior Notice to the effectivity of your resignation, otherwise, failure on your part to do so will render you liable for damages. However, it is within the sole discretion of the Company whether or not to accept such resignation earlier than the expiration of said period.

10. You will be eligible for Leave and Holidays as per the policy guidelines of the company, which may be liable to change from time to time.

Employee Name & Signature Date:

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GSTIN: 29AABCU7842E1Z5
CIN: U72100KA2015PTC078659

As a member of Our Organization team, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations Internal, onsite and offshore projects. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Digitally signed by BANGALORE GOPALA KRISHNA SRIKANTH
Date: 2023.05.03 07:21:28 +05'30'

Srikanth B.G

Director
Univision Technology Consulting Pvt. Ltd.

Declaration:
I HEREBY CERTIFY that I have read and have fully understood the foregoing terms and conditions of my employment with the Company and that I accept the same completely.

With the signature below, I accept this offer for employment.

_____ _____

Employee Name and Signature Date

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Sri Vidya Kattimani

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Security Analyst, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Sri Vidya Kattimani

We are pleased to offer you the position of Security Analyst, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 25, 2023 Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Bhartiya Centre of Information Technology, 15th Floor, Training Room Nos 3,4,5 & 6, Milestone Buildcon, Chokkanahalli, Thanisandra Main Road, Bangalore -560064. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

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On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions.

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If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the

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salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.

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- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee and till the date of first project deployment post training (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and any relocation for first project deployment post training) - no additional amounts are payable or reimbursable.

  This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

  A One time learning allowance of INR 25000/- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire learning allowance to IBM. The allowance is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from this component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	July 18, 2023		
NAME	Sri Vidya Kattimani	BAND	06G
DESIGNATION	Security Analyst	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		232264	
2. Annual Flexible Benefit Plan (FBP)		278716	
3. Annual Reference Salary (ARS)		510980	
4. Retirals			
a) Provident Fund (PF)		27872	
b) Gratuity @ 4.8%		11149	
5. Annual Reference Salary + Retirals		550000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

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BANGALORE

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is

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exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

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Important Letter on Transfer / Relocation / Type of Work Assigned

Date – July 18, 2023

Dear Sri Vidya Kattimani,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____Date Of Hire :_____/_____/ _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM

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records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.
The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the

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Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

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I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Dokku Sri Sai Abhiram

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Security Analyst, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

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Registrar
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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Dokku Sri Sai Abhiram

We are pleased to offer you the position of Security Analyst, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 25, 2023 Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Bhartiya Centre of Information Technology, 15th Floor, Training Room Nos 3,4,5 & 6, Milestone Buildcon, Chokkanahalli, Thanisandra Main Road, Bangalore -560064. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

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On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions.

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If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the

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salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.

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- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee and till the date of first project deployment post training (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and any relocation for first project deployment post training) - no additional amounts are payable or reimbursable.

  This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

  A One time learning allowance of INR 25000/- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire learning allowance to IBM. The allowance is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from this component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	July 18, 2023		
NAME	Dokku Sri Sai Abhiram	BAND	06G
DESIGNATION	Security Analyst	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		232264	
2. Annual Flexible Benefit Plan (FBP)		278716	
3. Annual Reference Salary (ARS)		510980	
4. Retirals			
a) Provident Fund (PF)		27872	
b) Gratuity @ 4.8%		11149	
5. Annual Reference Salary + Retirals		550000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

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SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is

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exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

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Important Letter on Transfer / Relocation / Type of Work Assigned

Date – July 18, 2023

Dear Dokku Sri Sai Abhiram,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____Date Of Hire :_____/_____/ _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM

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records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.
The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the

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Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

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I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear S Gritish

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Security Analyst, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

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BANGALORE

July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear S Gritish

We are pleased to offer you the position of Security Analyst, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 25, 2023 Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Bhartiya Centre of Information Technology, 15th Floor, Training Room Nos 3,4,5 & 6, Milestone Buildcon, Chokkanahalli, Thanisandra Main Road, Bangalore -560064. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

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On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions.

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If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the

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salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.

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- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee and till the date of first project deployment post training (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and any relocation for first project deployment post training) - no additional amounts are payable or reimbursable.

  This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

  A One time learning allowance of INR 25000/- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire learning allowance to IBM. The allowance is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from this component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	July 18, 2023		
NAME	S Gritish	BAND	06G
DESIGNATION	Security Analyst	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		232264	
2. Annual Flexible Benefit Plan (FBP)		278716	
3. Annual Reference Salary (ARS)		510980	
4. Retirals			
a) Provident Fund (PF)		27872	
b) Gratuity @ 4.8%		11149	
5. Annual Reference Salary + Retirals		550000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

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SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is

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exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

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Important Letter on Transfer / Relocation / Type of Work Assigned

Date – July 18, 2023

Dear S Gritish,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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IBM CONFIDENTIAL

ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____Date Of Hire :_____/_____/ _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM

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records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.
The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the

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Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

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I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Vaibhav Vadde

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Security Analyst, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

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BANGALORE

July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Vaibhav Vadde

We are pleased to offer you the position of Security Analyst, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 25, 2023 Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Bhartiya Centre of Information Technology, 15th Floor, Training Room Nos 3,4,5 & 6, Milestone Buildcon, Chokkanahalli, Thanisandra Main Road, Bangalore -560064. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

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On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions.

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If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the

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salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.

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- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee and till the date of first project deployment post training (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and any relocation for first project deployment post training) - no additional amounts are payable or reimbursable.

  This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

  A One time learning allowance of INR 25000/- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire learning allowance to IBM. The allowance is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from this component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	July 18, 2023		
NAME	Vaibhav Vadde	BAND	06G
DESIGNATION	Security Analyst	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		232264	
2. Annual Flexible Benefit Plan (FBP)		278716	
3. Annual Reference Salary (ARS)		510980	
4. Retirals			
a) Provident Fund (PF)		27872	
b) Gratuity @ 4.8%		11149	
5. Annual Reference Salary + Retirals		550000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

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Registrar
BANGALORE

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is

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exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

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Important Letter on Transfer / Relocation / Type of Work Assigned

Date – July 18, 2023

Dear Vaibhav Vadde,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____Date Of Hire :_____/_____/ _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM

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records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.
The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the

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Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

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I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

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July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Dokla Ghouse

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Security Analyst, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

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Registrar
BANGALORE

July 18, 2023

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Dokla Ghouse

We are pleased to offer you the position of Security Analyst, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 25, 2023 Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Bhartiya Centre of Information Technology, 15th Floor, Training Room Nos 3,4,5 & 6, Milestone Buildcon, Chokkanahalli, Thanisandra Main Road, Bangalore -560064. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

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On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions.

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If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the

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salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.

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- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee and till the date of first project deployment post training (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and any relocation for first project deployment post training) - no additional amounts are payable or reimbursable.

  This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

  A One time learning allowance of INR 25000/- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire learning allowance to IBM. The allowance is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from this component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	July 18, 2023		
NAME	Dokla Ghouse	BAND	06G
DESIGNATION	Security Analyst	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		232264	
2. Annual Flexible Benefit Plan (FBP)		278716	
3. Annual Reference Salary (ARS)		510980	
4. Retirals			
a) Provident Fund (PF)		27872	
b) Gratuity @ 4.8%		11149	
5. Annual Reference Salary + Retirals		550000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

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BANGALORE

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is

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exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

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Important Letter on Transfer / Relocation / Type of Work Assigned

Date – July 18, 2023

Dear Dokla Ghouse,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____Date Of Hire :_____/_____/ _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM

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records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.
The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the

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Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

Chipware Technologies

Date : 02.05.2023

Mr. G V Kiran,
Flat No.107, 2nd Floor, Brindavan
Enclave Apt, SGR Dental College Road,
Marathahalli,
Bangalore – 560037.

Dear **Mr. G V Kiran,**

OFFER LETTER

Congratulations! We have pleasure in making an offer to you for the post of **PCB Engineer - Trainee**. You will be a part of Chipware Technologies Private Limited, on or before July 10, 2023.

Chipware believes in a work culture that encourages "Winning with Integrity", performance and transparency, you will find Chipware is the place for a successful career.

We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best work environment and facilities that allows them to deliver results to their full potential. You can look forward to the same when you join us!

You will be paid a salary of CTC **Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand only) per Annum.** You will be on probation for a period of 6 Months. If during or at the end of the probation period, your performance is not found satisfactory the Company may terminate your service with or without any notice or may extend the probation period for another 6 months to one year maximum. If in the opinion of the Company, you are found suitable for the post in which you are appointed, you will be confirmed by a written order. The other terms & conditions of your service will be provided on the day of joining.

You will be serving our organization at least for a period of 3 years by surrendering your Original 10th, 12th and BE Marks Cards on the joining date.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and invigorating to realize your potential.

Please sign the duplicate copy of this letter and return it to us a token of your acceptance of the terms and conditions of employment offered to you. You can hand this over to the relevant authority on the day of joining.

Regards,

K Suresh Kumar
Director

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

8th November 2022

Ms. Mahrukh Hussain Khan
Hazari bazar Rainawari, Srinagar,
Jammu And Kashmir, 190003

Dear Mahrukh Hussain Khan,

Offer Employment Agreement

(Strictly Private and Confidential)

We are pleased to offer you the position of "**Executive Client success"** with **Talent Recruit Software Private Limited**. We are sure that Talent Recruit will provide you a satisfying and challenging work environment along with a successful growth path.

1. DATE OF JOINING

You are requested to report for work on **1st July 2023** with all your original certificates. Failure to join on the specified date along with your original certificates shall result in the automatic termination of this appointment, without obligation on the Company to issue notice of such termination.

2. PROBATIONARY PERIOD

You will be on probation for a period of Six months from the date of your appointment. On successful completion of your probation period, you shall be absorbed in the regular employment of the Company.

3. COMPENSATION

Your total value of compensation to the Company shall be approximately 5,00,000**(Rupees Five lakh only)**. The break-up of the same for the first year is referred below:

Particulars of Fixed Salary & Other Benefits	Amount in INR
Fixed Salary	4,00,000
Variable Pay	1,00,000

The break-up of your salary shall be as per the policies / rules of the Company. Please refer to the **Annexure No. 1** for more details on Fixed Salary Components.

4. SERVICE AGREEMENT

The Company would be providing you practical training for 6 months or more and considering the time & investment that would be made on your training, you would be required to sign a Service Agreement with the Company and the same will remain for **2 years from date of your joining**.

5. INCREMENT & OTHER BENEFITS

Your performance shall be appraised by the Management after completion of every quarter and compensation reviews shall happen in the month of January every year irrespective of the joining date. For the compensation review, you must minimum serve 6 months of regular employment to be eligible for the same. Your performance shall be the criteria to determine annual compensation increments and other benefits to you in future.

Shalini

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Other Benefits that you will get are briefly explained in Annexure No. 2.

6. NON-DISCLOSURE AGREEMENT

You would be required to sign the Company's standard Non-Disclosure Agreement (NDA) & Non-Competing Agreement, a copy of the same will be provided to you on the date of your joining.

7. PLACEMENT & TRANSFER

Your place of work shall be confirmed at the date of joining**.**

8. TERMINATION OF EMPLOYMENT

After joining, during the probation period, the Company may terminate your services without giving any notice. Post Probation, this contract of employment is terminable by the Company by giving Two Months' notice or pay Two Months' gross salary, as the Company may deem fit.

Subject to Clause 5, if you choose to terminate your employment with the Company, during or after the probation period but before completion of Two years of Continuous Service from date of your joining, you shall have to serve notice period of Two Months or pay Two Months' last drawn gross salary in lieu of the Notice Period subject to approval by the Company, whichever the case. In addition, you shall be also required to pay an amount equivalent to Six Months' gross salary based on last drawn salary. Any internship undertaken with the company before joining as a full-time employee shall not be included in Two Years of Continuous Service.

Post two years of continuous service from date of your appointment, your services may be terminated from either side after giving 2 Month notice or full salary in lieu there-of with management approval. At the time of termination, if there are any dues from you, the same may be adjusted against any money due to you on account of compensation or any other payment due to you from the company. In case of a shortfall even after recovering/ adjusting, the balance amount must be compensated by you in cash /cheque to Talent Recruit Software Private limited.

You will receive a detailed appointment letter at the time of your Joining.

We look forward to a long term and mutually rewarding relationship.

Yours sincerely,
For Talent Recruit Software Private Limited

Shalini Gupta
Director

ACCEPTED BY:

Mahrukh Hussain Khan
Date

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

Annexure No. 1: Fixed Salary Structure

Name: **Mahrukh Hussain Khan**

Offered Designation: Executive Client success

PER MONTH (AMOUNT IN INR)			PER ANNUM (AMOUNT IN INR)	
BASIC +DA	13334		BASIC +DA	160003
HRA	5333		HRA	64001
CONVEYANCE ALLOWANCE	1500		CONVEYANCE ALLOWANCE	18000
EDUCATION ALLOWANCE	200		EDUCATION ALLOWANCE	2400
OFFICE ALLOWANCES	5386		OFFICE ALLOWANCES	64627
OTHER ALLOWANCES	3590		OTHER ALLOWANCES	43085
MEDICAL REIMBURSEMENT	1250		MEDICAL REIMBURSEMENT	15000
EMPLOYER PF	1600		EMPLOYER PF	19200
GRATUITY	641		GRATUITY	7692
MEDICLAIM	500		MEDICLAIM	6000
GROSS MONTHLY COMPENSATION	**30593**		**GROSS YEARLY COMPENSATION**	**367116**
DEDUCTIONS	1800		**DEDUCTIONS**	21600
EMPLOYEE PF	1600		EMPLOYEE PF	19200
EMPLOYER PF	1600		EMPLOYER PF	19200
GRATUITY	641		GRATUITY	7692
MEDICAL INSURANCE*	500		MEDICAL INSURANCE	6000
PT	200		PT	2400
TDS(WILL BE CALCUATED ON ACTUALS)**	0		TDS**	0
ESTIMATED NET SALARY (MONTHLY)**	**28793**		**ESTIMATD NET SALARY (ANNUAL)****	**345516**

Notes:

*Approx. amount towards Medial Insurance, Default Rs. 2 lacs coverage is included for self. The policy can be extended up to Rs. 3 lacs by adding your spouse/kids with additional deduction.

**Net Monthly / Yearly salary including other benefits, if any shall be subject to Income Tax deductions (TDS) that will be based on your savings details provided to HR Team.

Shalini

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Annexure No. 2: Other Benefits

Parental Insurance Policy

As per Company Policy, you can opt for the parental insurance policy and the insurance premium shall be deducted from your monthly salary.

Group Personal Accident Policy

As per Company Policy, we provide group personal accident policy of Rs. 5 lac coverage to all employees

Variable Pay

Your total value of compensation to the company includes yearly variable pay of up to 1,00,000 **(Rupees one lakh only),** which will be paid to you based on your performance as per the policy of the Company.

Shalini

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PRESIDENCY UNIVERSITY Registrar BANGALORE

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8th November 2022

Mr. Praison Frank
No. 1000 ak colony, Tannery road, Frazer town Bangalore, Karnataka, 560005

Dear Praison Frank,

Offer Employment Agreement

(Strictly Private and Confidential)

We are pleased to offer you the position of "**Executive Client success"** with **Talent Recruit Software Private Limited**. We are sure that Talent Recruit will provide you a satisfying and challenging work environment along with a successful growth path.

1. DATE OF JOINING

You are requested to report for work on **1st July 2023** with all your original certificates. Failure to join on the specified date along with your original certificates shall result in the automatic termination of this appointment, without obligation on the Company to issue notice of such termination.

2. PROBATIONARY PERIOD

You will be on probation for a period of Six months from the date of your appointment. On successful completion of your probation period, you shall be absorbed in the regular employment of the Company.

3. COMPENSATION

Your total value of compensation to the Company shall be approximately 5,00,000**(Rupees Five lakh only)**. The break-up of the same for the first year is referred below:

Particulars of Fixed Salary & Other Benefits	Amount in INR
Fixed Salary	4,00,000
Variable Pay	1,00,000

The break-up of your salary shall be as per the policies / rules of the Company. Please refer to the **Annexure No. 1** for more details on Fixed Salary Components.

4. SERVICE AGREEMENT

The Company would be providing you practical training for 6 months or more and considering the time & investment that would be made on your training, you would be required to sign a Service Agreement with the Company and the same will remain for **2 years from date of your joining**.

5. INCREMENT & OTHER BENEFITS

Your performance shall be appraised by the Management after completion of every quarter and compensation reviews shall happen in the month of January every year irrespective of the joining date. For the compensation review, you must minimum serve 6 months of regular employment to be eligible for the same. Your performance shall be the criteria to determine annual compensation increments and other benefits to you in future.

Shalini

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Other Benefits that you will get are briefly explained in Annexure No. 2.

6. NON-DISCLOSURE AGREEMENT

You would be required to sign the Company's standard Non-Disclosure Agreement (NDA) & Non-Competing Agreement, a copy of the same will be provided to you on the date of your joining.

7. PLACEMENT & TRANSFER

Your place of work shall be confirmed at the date of joining**.**

8. TERMINATION OF EMPLOYMENT

After joining, during the probation period, the Company may terminate your services without giving any notice. Post Probation, this contract of employment is terminable by the Company by giving Two Months' notice or pay Two Months' gross salary, as the Company may deem fit.

Subject to Clause 5, if you choose to terminate your employment with the Company, during or after the probation period but before completion of Two years of Continuous Service from date of your joining, you shall have to serve notice period of Two Months or pay Two Months' last drawn gross salary in lieu of the Notice Period subject to approval by the Company, whichever the case. In addition, you shall be also required to pay an amount equivalent to Six Months' gross salary based on last drawn salary. Any internship undertaken with the company before joining as a full-time employee shall not be included in Two Years of Continuous Service.

Post two years of continuous service from date of your appointment, your services may be terminated from either side after giving 2 Month notice or full salary in lieu there-of with management approval. At the time of termination, if there are any dues from you, the same may be adjusted against any money due to you on account of compensation or any other payment due to you from the company. In case of a shortfall even after recovering/ adjusting, the balance amount must be compensated by you in cash /cheque to Talent Recruit Software Private limited.

You will receive a detailed appointment letter at the time of your Joining.

We look forward to a long term and mutually rewarding relationship.

Yours sincerely,
For Talent Recruit Software Private Limited

Shalini Gupta
Director

ACCEPTED BY:

Praison Frank
Date

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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Annexure No. 1: Fixed Salary Structure

Name: **Praison Frank**

Offered Designation: Executive Client success

PER MONTH (AMOUNT IN INR)			PER ANNUM (AMOUNT IN INR)	
BASIC +DA	13334		BASIC +DA	160003
HRA	5333		HRA	64001
CONVEYANCE ALLOWANCE	1500		CONVEYANCE ALLOWANCE	18000
EDUCATION ALLOWANCE	200		EDUCATION ALLOWANCE	2400
OFFICE ALLOWANCES	5386		OFFICE ALLOWANCES	64627
OTHER ALLOWANCES	3590		OTHER ALLOWANCES	43085
MEDICAL REIMBURSEMENT	1250		MEDICAL REIMBURSEMENT	15000
EMPLOYER PF	1600		EMPLOYER PF	19200
GRATUITY	641		GRATUITY	7692
MEDICLAIM	500		MEDICLAIM	6000
GROSS MONTHLY COMPENSATION	**30593**		**GROSS YEARLY COMPENSATION**	**367116**
DEDUCTIONS	1800		**DEDUCTIONS**	21600
EMPLOYEE PF	1600		EMPLOYEE PF	19200
EMPLOYER PF	1600		EMPLOYER PF	19200
GRATUITY	641		GRATUITY	7692
MEDICAL INSURANCE*	500		MEDICAL INSURANCE	6000
PT	200		PT	2400
TDS(WILL BE CALCUATED ON ACTUALS)**	0		TDS**	0
ESTIMATED NET SALARY (MONTHLY)**	**28793**		**ESTIMATD NET SALARY (ANNUAL)****	**345516**

Notes:

*Approx. amount towards Medial Insurance, Default Rs. 2 lacs coverage is included for self. The policy can be extended up to Rs. 3 lacs by adding your spouse/kids with additional deduction.

**Net Monthly / Yearly salary including other benefits, if any shall be subject to Income Tax deductions (TDS) that will be based on your savings details provided to HR Team.

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Annexure No. 2: Other Benefits

Parental Insurance Policy

As per Company Policy, you can opt for the parental insurance policy and the insurance premium shall be deducted from your monthly salary.

Group Personal Accident Policy

As per Company Policy, we provide group personal accident policy of Rs. 5 lac coverage to all employees

Variable Pay

Your total value of compensation to the company includes yearly variable pay of up to 1,00,000 **(Rupees one lakh only),** which will be paid to you based on your performance as per the policy of the Company.

Shalini

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Rakshith Kumar R

Appointment: Business Development Associate

Dear Rakshith Kumar 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Saibharath R

Appointment: Business Development Associate

Dear Saibharath 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.

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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
PRESIDENCY UNIVERSITY Registrar 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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Mohammed Khaseemulla

Appointment: Business Development Associate

Dear Mohammed Khaseemulla,

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.

REGISTRAR

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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
PRESIDENCY UNIVERSITY Registrar 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.

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Chandana S

Appointment: Business Development Associate

Dear Chandana 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Jallepalli Bhupathi Narendra

Appointment: Business Development Associate

Dear Jallepalli Bhupathi Narendra,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Pratheek D Kanchan

Appointment: Business Development Associate

Dear Pratheek D Kanchan,

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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PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Shaik Mohammed Parvej

Appointment: Business Development Associate

Dear Shaik Mohammed Parvej,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Ashwin Puthenpura

Appointment: Business Development Associate

Dear Ashwin Puthenpura,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Nirmitha D K

Appointment: Business Development Associate

Dear Nirmitha D 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Pothineni Ganesh Babu

Appointment: Business Development Associate

Dear Pothineni Ganesh Babu,

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
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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

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13. Notices

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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Rachitha B

Appointment: Business Development Associate

Dear Rachitha 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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
PRESIDENCY UNIVERSITY Registrar 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.

REGISTRAR
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2. NON-COMPETE

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

10. Publication

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

11. Confidentiality

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

12. Intellectual property

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

13. Notices

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

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PRESIDENCY UNIVERSITY Registrar BANGALORE

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Shravani M

Appointment: Business Development Associate

Dear Shravani 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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
PRESIDENCY UNIVERSITY Registrar 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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PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Shreyas S

Appointment: Business Development Associate

Dear Shreyas 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Thumati Thirumala

Appointment: Business Development Associate

Dear Thumati Thirumala,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Meghana M A

Appointment: Business Development Associate

Dear Meghana M 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.

REGISTRAR

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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.

REGISTRAR

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6. Notice Periods

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

7. Termination and suspension

1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:

   i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
   ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
   iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
   iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
   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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Ajay N

Appointment: Business Development Associate

Dear Ajay 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Ravuludiki Hire Matam Prathibha

Appointment: Business Development Associate

Dear Ravuludiki Hire Matam Prathibha,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Gurudatha Dyavanagouda Goudara

Appointment: Business Development Associate

Dear Gurudatha Dyavanagouda Goudara,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Meghana S

Appointment: Business Development Associate

Dear Meghana 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.

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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

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13. Notices

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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Annem Manideep Reddy

Appointment: Business Development Associate

Dear Annem Manideep 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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PRESIDENCY UNIVERSITY Registrar BANGALORE

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
PRESIDENCY UNIVERSITY Registrar 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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Basireddy Suresh Reddy

Appointment: Business Development Associate

Dear Basireddy Suresh 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.

REGISTRAR

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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
PRESIDENCY UNIVERSITY Registrar 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.

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

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: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Bollu Hemanth Reddy

Appointment: Business Development Associate

Dear Bollu Hemanth Reddy,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Chittiboena Umesh Chandra

Appointment: Business Development Associate

Dear Chittiboena Umesh 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Goddeti Guru Prasanth Reddy

Appointment: Business Development Associate

Dear Goddeti Guru Prasanth 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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Kantagani Arun Kumar

Appointment: Business Development Associate

Dear Kantagani Arun 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.

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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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Mekala Dinesh

Appointment: Business Development Associate

Dear Mekala Dinesh,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Ponna Peddireddy

Appointment: Business Development Associate

Dear Ponna Peddireddy,

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.

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited
CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

OFFER LETTER

Date : 05-Jan-2023

Venkatasathyasaikiran N

Appointment: Business Development Associate

Dear Venkatasathyasaikiran 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.

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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

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13. Notices

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

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

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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

17. Leave Entitlement

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

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18. BYOD Framework

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

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

Dinesh Singh
Head of Human Resource
SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

OliveBoard Comptech Private Limited
CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6,
HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	• Professional / Educational Certificates. • Payslip of Last 3 Months of previous employment (if applicable). • Relieving Letter from Previous Served Company (if applicable). • Graduation Certificate. • Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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Offer letter

Dear Sachin Saryaj M P, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

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- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

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

6. DEDUCTIONS FROM PAY

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

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affiliated to **Studique.com**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

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

12. RULES AND REGULATIONS

- **Studique.com** is a business based on integrity and mutual trust. To maintain andsafeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Studique.com immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limitedto termination of employment.

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

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

13. CONFIDENTIALITY

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

14. PROTECTION OF PERSONAL DATA

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

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

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16. DATA PROTECTION

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

b. Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly

c. Lock all printouts away when not in use

d. Do not disclose your computer password to any unauthorized person.

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

17. Performance Improvement Plan

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months**' noticein writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as perclause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "*Pay per Conversion"* model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

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

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21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studique.com** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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

- You understand that intellectual property is a vital asset for **Studique.com** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studique.com** and allow Studique.com to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studique.com**.

22. INDEMNIFICATIONS

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

23. NON -SOLICITATION

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

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

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

26. SEVERABILITY

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

27. Addendum for Sales Teams

- The minimum target to be achieved for every calendar month will be 3X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
Studique.com

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ANNEXURE-1

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

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

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,08,000.00	9,000.00
2	Dearness Allowance	32,400.00	2,700.00
3	House Rent Allowance	54,000.00	4,500.00
4	Special Allowance	21,600.00	1,800.00
	Gross Salary	**2,16,000.00**	**18,000.00**
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	**2,400.00**	**200.00**
	Net Salary	**2,13,600.00**	**17,800.00**

Yours sincerely,
Human Resource
Studique.com

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Offer letter

Dear Paduchuri Akanksha, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

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- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

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

6. DEDUCTIONS FROM PAY

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

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11. RETIREMENT

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

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- **Studique.com** is a business based on integrity and mutual trust. To maintain andsafeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Studique.com immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limitedto termination of employment.

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

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- In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.
- We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

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

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d. Do not disclose your computer password to any unauthorized person.

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

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- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

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- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "*Pay per Conversion"* model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

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

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21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studique.com** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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

- You understand that intellectual property is a vital asset for **Studique.com** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studique.com** and allow Studique.com to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studique.com**.

22. INDEMNIFICATIONS

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

23. NON -SOLICITATION

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

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

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

26. SEVERABILITY

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

27. Addendum for Sales Teams

- The minimum target to be achieved for every calendar month will be 3X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
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ANNEXURE-1

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

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

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,08,000.00	9,000.00
2	Dearness Allowance	32,400.00	2,700.00
3	House Rent Allowance	54,000.00	4,500.00
4	Special Allowance	21,600.00	1,800.00
	Gross Salary	**2,16,000.00**	**18,000.00**
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	**2,400.00**	**200.00**
	Net Salary	**2,13,600.00**	**17,800.00**

Yours sincerely,
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Offer letter

Dear Harish M G, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

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- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

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

6. DEDUCTIONS FROM PAY

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

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affiliated to **Studique.com**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

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

12. RULES AND REGULATIONS

- **Studique.com** is a business based on integrity and mutual trust. To maintain andsafeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Studique.com immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limitedto termination of employment.

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

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

13. CONFIDENTIALITY

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

14. PROTECTION OF PERSONAL DATA

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

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

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16. DATA PROTECTION

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

b. Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly

c. Lock all printouts away when not in use

d. Do not disclose your computer password to any unauthorized person.

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

17. Performance Improvement Plan

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months**' noticein writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as perclause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "*Pay per Conversion"* model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

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

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21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studique.com** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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

- You understand that intellectual property is a vital asset for **Studique.com** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studique.com** and allow Studique.com to prosecute a legal action, claim damages or injunctions.
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26. SEVERABILITY

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- The minimum target to be achieved for every calendar month will be 3X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
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ANNEXURE-1

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

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1	Professional Tax	2,400.00	200.00
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	Total Deductions	**2,400.00**	**200.00**
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Offer letter

Dear Kruthika R, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

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

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
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- In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.
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c. Lock all printouts away when not in use

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months**' noticein writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as perclause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "*Pay per Conversion"* model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

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

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21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studique.com** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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

- You understand that intellectual property is a vital asset for **Studique.com** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studique.com** and allow Studique.com to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studique.com**.

22. INDEMNIFICATIONS

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

23. NON -SOLICITATION

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

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

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

26. SEVERABILITY

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

27. Addendum for Sales Teams

- The minimum target to be achieved for every calendar month will be 3X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
Studique.com

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ANNEXURE-1

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

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

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,08,000.00	9,000.00
2	Dearness Allowance	32,400.00	2,700.00
3	House Rent Allowance	54,000.00	4,500.00
4	Special Allowance	21,600.00	1,800.00
	Gross Salary	**2,16,000.00**	**18,000.00**
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	**2,400.00**	**200.00**
	Net Salary	**2,13,600.00**	**17,800.00**

Yours sincerely,
Human Resource
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Offer letter

Dear Lekhana S, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

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- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

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

6. DEDUCTIONS FROM PAY

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

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

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

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affiliated to **Studique.com**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

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

12. RULES AND REGULATIONS

- **Studique.com** is a business based on integrity and mutual trust. To maintain andsafeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Studique.com immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limitedto termination of employment.

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

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

13. CONFIDENTIALITY

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

14. PROTECTION OF PERSONAL DATA

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

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

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16. DATA PROTECTION

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

b. Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly

c. Lock all printouts away when not in use

d. Do not disclose your computer password to any unauthorized person.

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

17. Performance Improvement Plan

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

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- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
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ANNEXURE-1

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

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

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1	Basic Salary	1,08,000.00	9,000.00
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	Gross Salary	**2,16,000.00**	**18,000.00**
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	**2,400.00**	**200.00**
	Net Salary	**2,13,600.00**	**17,800.00**

Yours sincerely,
Human Resource
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Offer letter

Dear Bollu Bharath Reddy, **Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Sales-Manger** with **Studique.com**, with a commencement date of **20/03/2023.** Please report to the undersigned on **20/03/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. **BACKGROUND CHECKS AND REFERENCE CHECKS**

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. **PROBATION**

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

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

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

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

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

4. **COMPENSATION**

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

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

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- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

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

6. DEDUCTIONS FROM PAY

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

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

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

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- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

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

- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

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affiliated to **Studique.com**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

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

12. RULES AND REGULATIONS

- **Studique.com** is a business based on integrity and mutual trust. To maintain andsafeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Studique.com immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limitedto termination of employment.

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

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

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- In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.
- We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

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

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

Studique.com
15th Cross Rd, PWD Quarters,
1st Sector, HSR Layout,
Bengaluru, Karnataka 560102
hr.es@edustation.co.in

16. DATA PROTECTION

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

b. Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly

c. Lock all printouts away when not in use

d. Do not disclose your computer password to any unauthorized person.

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

17. Performance Improvement Plan

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

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shallnot apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months**' noticein writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as perclause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "*Pay per Conversion"* model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

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

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21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studique.com** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

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

- You understand that intellectual property is a vital asset for **Studique.com** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studique.com** and allow Studique.com to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studique.com**.

22. INDEMNIFICATIONS

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

23. NON -SOLICITATION

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

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

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

26. SEVERABILITY

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

27. Addendum for Sales Teams

- The minimum target to be achieved for every calendar month will be 3X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

REGISTRAR
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- **Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.**

- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
Studique.com

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Studique.com
15th Cross Rd, PWD Quarters,
1st Sector, HSR Layout,
Bengaluru, Karnataka 560102

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ANNEXURE-1

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

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

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,08,000.00	9,000.00
2	Dearness Allowance	32,400.00	2,700.00
3	House Rent Allowance	54,000.00	4,500.00
4	Special Allowance	21,600.00	1,800.00
	Gross Salary	**2,16,000.00**	**18,000.00**
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	**2,400.00**	**200.00**
	Net Salary	**2,13,600.00**	**17,800.00**

Yours sincerely,
Human Resource
Studique.com

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Nithin Y N,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Nithin Y N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training
* Two-wheeler is mandatory with valid driving license
* 7-10 days of training period
* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Nithin Y N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
B	Professional tax	200	2,400
	PF Employer	900	10,800
A-B	**Net Salary**	**22,640**	**2,71,680**
Benefits			
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
Total A + C	**Cost to the Company**	**25,000**	**3,00,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Pavan Kumar N,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Pavan Kumar N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Pavan Kumar N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
B	Professional tax	200	2,400
	PF Employer	900	10,800
A-B	**Net Salary**	**22,640**	**2,71,680**
Benefits			
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
Total A + C	**Cost to the Company**	**25,000**	**3,00,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

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* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Narendra Kumar N,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Narendra Kumar N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Narendra Kumar N**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
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A-B	**Net Salary**	**22,640**	**2,71,680**
	Benefits		
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
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* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Aftab Pasha,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Aftab Pasha**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Aftab Pasha**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
B	Professional tax	200	2,400
	PF Employer	900	10,800
A-B	**Net Salary**	**22,640**	**2,71,680**
Benefits			
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
Total A + C	**Cost to the Company**	**25,000**	**3,00,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Monesh Trilochan P,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Monesh Trilochan P**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Monesh Trilochan P**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
B	Professional tax	200	2,400
	PF Employer	900	10,800
A-B	**Net Salary**	**22,640**	**2,71,680**
Benefits			
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
Total A + C	**Cost to the Company**	**25,000**	**3,00,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Gorantla Pavan Kumar,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Gorantla Pavan Kumar**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure B**.

ANNEXURE – B

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Gorantla Pavan Kumar**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	7,500	90,000
	House Rent Allowance	6,250	75,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	3,540	42,480
	Subtotal I / Gross Pay	**23,740**	**2,84,880**
B	Professional tax	200	2,400
	PF Employer	900	10,800
A-B	**Net Salary**	**22,640**	**2,71,680**
Benefits			
C	PF Employee	900	10,800
	Gratuity	360	4,320
	SubTotal II	**1,260**	**15,120**
Total A + C	**Cost to the Company**	**25,000**	**3,00,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

To accept this offer, sign the copy and return the duplicate/scan copy to the sender. Kindly ensure that the copy of acceptance reaches us as prescribed.

We look forward to the opportunity of working with you at Pin Click Property Management Pvt Ltd

Mr.Manik Kinra
Co Founder

REGISTRAR
PRESIDENCY UNIVERSITY Registrar BANGALORE

Letter of Offer

a) The employee shall manage the day-to-day affairs of the company and shall supervise the office staff and any other employees of the Company. The supervisory function shall be discharged by the employee with due regard to his KRA's.

b) The employee shall at all times abide by the policies and practices of the Company and comply with applicable laws

I have read the terms and conditions set out above and completely understand the same. In accepting employment with Pin Click I undertake to confirm to the terms and conditions set out above as well as other policies, procedures, instructions, etc, as may be communicated to me from time to time.

Name:_____ Signature:_____

Date:_____ Anticipated Start Date:_____

REGISTRAR

15th December 2022

Sub: Offer of employment by Pin Click

Dear **Harshith S,**

Congratulations!

We are pleased to extend an offer to you to join Pin Click as **"Associate Property Advisor"**, *with effect from* ***7th February 2023.***

The terms of our offer are as follows:

1. The details of your annual earnings are attached herewith as Annexure A. Once the Probation is confirmed **4.8 LPA** is applicable and attached herewith Annexure B.

2. Your initial posting as Pin Click employee will be at the **Bangalore** office. Pin Click, however, reserves the choice to post/transfer you at any of their offices in India and outside. In which case, all transfer facilities applicable by company policies will be made available to you.

3. The Company reserves the right to conduct background investigations and/or reference checks on all its potential employees and your job offer is contingent upon such clearance

4. You will be on probation for a period of six months and maybe confirmed as a permanent employee upon successful completion of the probation. During the probation period, your services can be terminated without any notice or salary thereof on either side.

5. While we look forward to a long and profitable relationship, the employment relationship can be terminated by either of us at any time with 15daysnotice period or 15day'ssalary in lieu thereof. The Company will have discretion on the above mentioned options and can waive the notice period or accept/pay payment in lieu of notice period ormandate15 days notice at its sole discretion based on project deliverables, forecasting and appropriate knowledge transfer. Under any circumstance if you are unable to serve the notice period, the Company can decide to agree or refuse to provide the releasing letter of employment. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective.

6. You will be governed at all times by the policies, procedures and rules of Pin Click related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Pin Click may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

7. During your employment with Pin Click, you will, under no circumstances, work for any other firm or person, directly or indirectly, in a paid or honorary position, without an explicit permission from Pin Click.

8. You will not engage in any unethical practice, which might affect Pin Click and its employees, client and partners.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE

The details of your annual earnings are as **Annexure A**.

ANNEXURE – A

COMPENSATION & BENEFITS STATEMENT – PIN CLICK			
	Name	**Harshith S**	
	Designation	**Associate Property Advisor**	
	Department	**Sales**	
	Date of Joining	***7th February 2023***	
	CATEGORY	**INR – Monthly**	**INR – Annual**
A	**Fixed Compensation**		
	Basic Salary	6,600	79,200
	House Rent Allowance	5,500	66,000
	Conveyance Allowance	800	9,600
	Medical Reimbursement	1,250	15,000
	Children Education Allowance	2,000	24,000
	Special Allowance	4,741	56,892
	Subtotal I / Gross Pay	**20,891**	**2,50,692**
B	Professional tax	200	2,400
	PF Employer	792	9,504
A-B	**Net Salary**	**19,899**	**2,38,788**
Benefits			
C	PF Employee	792	9,504
	Gratuity	317	3,804
	SubTotal II	**1,109**	**13,308**
Total A + C	**Cost to the Company**	**22,000**	**2,64,000**
	Performance Enhanced Incentives	**15,000***	**1,80,000***

Note: * Performance Enhanced Incentives Is Target Based and will be paid based on your sales achievement

* The Offer/ Salary Is Subjective to Completion of Training

* Two-wheeler is mandatory with valid driving license

* 7-10 days of training period

* 3000 rupees includes the traveling allowance, 500 rupees includes the mobile allowance.

- Gross Pay is prior to tax being deducted at Source from the salary, Professional tax and Employee contribution towards PF as applicable.

REGISTRAR

PRESIDENCY UNIVERSITY Registrar BANGALORE