

EMPLOYMENT AGREEMENT

Date: **27-06-2022**

To: **Mohammedakram.G.muja war**

Appointment: Business Development Associate

Dear Mohammedakram.G.muja war,

At the outset, we welcome you to **Upskilling EduTech Private Limited** ("Skillvertex") and wish you an enriching tenure with us.

With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **04-July-2022**, subject to the following terms and conditions. This offer of appointment is valid until **29-June-2022** for acceptance. If we do not hear from you by **29-June-2022** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail identifying and developing strategic relationships with potential clients/customers, creating lead engagement plans and strategies, involving in dynamic sales making process at great success rate for the company that includes but is not limited to enabling business relations with organizations/institutions to smoothen and exponentially better the sale making process and contacting career development cells of



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institutions to create collaborations between them as well as us for the benefit of both the participating organizations. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statutes and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

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

3. Probation

You will be placed on probation for a period of 2-3 months i.e., once the OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES)**. Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, forty-five (45) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.



5. Emoluments and taxes

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

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than Seven (7) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty-five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager.

Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty-five (45) days in lieu of the notice required to be provided by you.



7. Termination and suspension

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

- i. commits any serious or repeated breach of any of your obligations under this Employment Agreement;
- ii. Are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
- iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
- iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
- v. In order to receive your salary for the month, post your resignation/termination, it is mandatory to have a total of 24 working days in the month.
- vi. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures; or vii. Wilfully cause damage to Company property.

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

7.2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.



7.3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.

7.4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

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

9. Post Termination

9.1 NON-SOLICITATION :

You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or

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



- iii. induce, or attempt to recruit, solicit, or induce, any employee, director, shareholder or consultant of the Company, to terminate their employment relationship with the Company.

9.2 nON-COMPETE

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

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate

effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

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

12. Intellectual property

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



13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

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

15. Conditions

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

16. Rules of the company in force and governing law

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



17. Leave Entitlement

Employees are eligible for 18 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

18. BYOD Framework

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

SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



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



Dinesh Singh

VP HR SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____



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