

## Offer / Appointment Letter

9<sup>th</sup> June 2021

Dear Shashikanth Momdi,

With reference to your application and the subsequent interview you had with us, we are pleased to offer you an **employment** offer with **SkillVertex Edutech** for the position of **Lead Generation Executive** in our organization. This offer takes effect from your date of joining which shall be on **13<sup>th</sup> June 2021**.

### 1.Compensation

We confirm offering annual compensation of **INR 6,00,000 (Six Lakhs only)** comprising of fixed component of **INR 3,60,000 (Three Lakhs Fifty thousand only)**, and variable component of **INR 2,40,000 (Two Lakh forty thousand only)** per annum to you, the details of which would be as per schedule 1.

### 2.Probation Period

You will be on probation for 70 Days during which your performance will be reviewed, however you are expected to clear the On-the-Job Training (OJT) in 10 days (UNPAID). Your employment is terminable by giving (48 Hours) notice during the probation period & (30 days) post confirmation. Either party is not bound to give any reason thereof. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 fixed + INR 10,000 incentives)**.

### a.) Commencement/Validity of Employment

Your employment will be effective, as of **13<sup>th</sup> June 2021**. This offer of appointment is valid until **11<sup>th</sup> June 2021** for acceptance. If we do not hear from you by **11<sup>th</sup> June 2021** i.e. the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn.

### b.) Immediate Posting and Future Transfer

You will report to the designated **manager**, based out of the Bengaluru office location. It may, however, be noted that you may be posted at/ transferred to any other establishment of the company, at the sole discretion of the management. Such an establishment may be outside the city or state of your immediate or subsequent posting/s and could be at any office, existing or new. Save as may be provided for, you shall not be entitled to any monetary benefit or compensation solely by virtue of such transfer.

### 3.Salary

Your salary and other benefits will be as set out in Schedule 1, hereto. Your salary will be paid monthly as direct deposit to your Bank account (in arrears with next month's salary, if you are joining post 20<sup>th</sup> of a month). The structure of your compensation plan may be altered / changed from time to time in line with the Compensation policy and practices of the Organization.

### 4.Notice for Resignation / Termination of Employment

**4.1.** During the probation period your services can be terminated with 48 Hours' notice on either side or payment in lieu thereof and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on 30 Days' notice on either side or Basic salary as payment in lieu thereof.

**4.2.** For any act/acts of misconduct or acts of omission or commission or negligence, during the probation period or after confirmation, your services are liable to be terminated immediately. **The Company may at its sole discretion hold domestic inquiry to inquire into the act/acts of misconduct or acts of omission or commission or negligence alleged against you.** You could be liable for suspension pending inquiry or final orders. You will, however, be entitled to salary for the period of suspension if the charges are not proved against you.

**4.3.** On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

**4.4.** In the unlikely event of cessation of employment due to any reason whatsoever within twelve months from the date of joining, the notice pay buyout assistance if any provided by the company at the time of joining along with the applicable tax, would be recovered from the employee at the time of full and final settlement.

**4.5.** If the Company bears any relocation expense at the time of your appointment and/ or transfer and you leave the Company within 12 (Twelve) months of such relocation; the Company shall be entitled to retain the relocation charges from your full and final settlement.

### 5.Timings

You will observe the timings prevalent in the establishment or establishments where your services are made use of. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. You are expected to work not less than 48 hours each week and daily basis the goals completion for the day.

## **6. Background Verification Check**

Your probationary appointment, confirmation as well as continued employment in the services of the company are subject to clearance of background verification check done by the company.

## **7. Retirement**

You will retire from the services of the company on attaining the age of 58 years

## **8. Discipline**

It is an express condition of services that you shall wholly devote your time to the company's business. Attending to or pursuing in any other way, during the office hours, any personal or private business unconnected with your employment in this company or engaging in any part time business, allied, connected or incidental to the company's business is strictly forbidden.

**8.1** Occupation in any part time service of a remunerative character requires the prior consent of the management. Pursuit of any vocation of this nature detrimental to the efficient discharge of your duties shall be considered inconsistent with the terms of your tenure in this company.

**8.2** All formal academic pursuits like attendance at colleges, courses, etc. shall require the prior consent of the Management. The Management will treat any breach of this condition as misconduct liable to disciplinary action which may include dismissal.

**8.3** You shall be governed by and shall be subject to the code of conduct and such other rules, regulations and guidelines applicable to your category of employees and as prevailing at the time of your joining or as subsequently modified or amended or replaced and in force from time to time.

**8.4** You will not borrow or accept any money, gifts, reward or compensation for your personal gains from or otherwise place yourself under monetary obligation to any person/client with whom you may be having official dealings.

### **9. Company Property**

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

### **10. Code of Conduct and Ethics**

You are to adhere strictly to the following Company Code of Conduct & Ethics:

**10.1 Investments** - Employees are prohibited from investing in any of the Company's clients, suppliers or competitors unless the securities are publicly traded and the investments are available on the same terms as available to the general public. This prohibition applies to all forms of investments and to all employees, directors, officers and agents of the Company and their immediate families. In general, employees should not have any financial interest in a client, supplier or competitor that could cause divided loyalty or give the appearance of divided loyalty.

**10.2 Engaging in private trade or alternate/ outside employment** - All full-time employees, shall not engage directly or indirectly in any trade/business or undertake any other employment or consultancy or undertake such trade/business/consultancy on behalf of anyone else, either with/without remuneration, during the course of his/her employment with the Company, except with the written permission of the management. Also, such private trade and/or alternative employment should not adversely affect performance and conflict with the business interest of the Company (this would include working for a competitor). In cases of conflict with any outside employment activity, the employee's obligations to the Company must be given priority. In general, private trade and/or alternative employment is not allowed when:

It prevents an employee from fully performing work for which he/ she is employed with the Company.

It prevents an employee for engaging in overtime assignments (if applicable).

It involves companies that are doing or seeking to do business with the Company, including actual or potential vendors or customers.

It violates provisions of law or the Company's policies and procedures

**10.3 Ethical standards** - The Management expects all employees to exercise the highest degree of professional business ethics in all actions they undertake on behalf of the Company. Employees should observe all laws and regulations governing business transactions and engage in fair competitive actions. Employees are prohibited from using, directly or indirectly, corporate funds and assets for any unlawful purpose or to accomplish any unlawful goal. The Company also prohibits the establishment or maintenance of undisclosed or unrecorded funds and assets. All reporting of information should be timely and accurate. Employees should not make any false or misleading entries in any book or record. Employees should use Company funds only for legitimate and ethical purposes.

**10.4.** You shall at all times conduct yourself soberly and temporally while on the work premises and show proper respect and civility to all concerned and shall use your best endeavour to promote the interests of the Company and to maintain and promote good reputation thereof.

**10.5.** You shall abide by the rules and regulations of the Company that are in force from time to time and during the period of your employment with the Company and these will be deemed to form an integral part of this Agreement. The Company shall have the right to add, amend and modify any or all of the above terms and conditions of service which shall be binding on you.

**10.6.** You shall not, during the continuance of your employment with the company, or at any time thereafter, disclose to any individual, firm, company, or body corporate, or authority any information or knowledge with regard to the business, dealings, activities, trade secrets, transactions or affairs ("Proprietary and Confidential Information") of the Company or its associated or subsidiary companies, except as, may be required in connection with your employment hereunder or as may be consented to by the Company in writing. The term "Proprietary and Confidential Information" shall without limitation include any Know How, formulae, any technical, financial, statistical, marketing, designs, product information or any other data or information of the Company whether expressly designated as confidential or not.

**10.7.** You shall not, after the termination of your employment with the Company, use in any manner whatsoever on behalf of yourself or any other individual, firm, company or body corporate, your knowledge of or influence over or contact with any of the customers, suppliers or contractors of the Company, or its associated or subsidiary companies or utilize any information which may have been obtained by you during the course of your employment with the Company.

**10.8.** All works executed by you in the course of discharging your assigned duties and the intellectual properties subsisting therein, shall remain property of the Company and the same shall constitute "works made for hire".

## **11. Data Privacy**

**11.1.** By signing this letter, you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data or information as prescribed by the governing statute as applicable.

**11.2.** You acknowledge that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of those rules.

**11.3.** You consent to the transfer of such personal information to other offices the Company may have or to other third parties, whether or not outside the Union of India, for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the Company to do so.

## **12. Indemnity**

You agree to indemnify and hold the Company harmless from all losses, liabilities, claims and damages (including the lawyer's fee) which may arise as a result of any unauthorized act by you or any act caused by you being in contravention of your employment contract.

## **13. Severability, integration and No Modification Clause**

**13.1. Severability** – In the event that any provision of your employment Agreement should be held to be void, voidable, and unlawful or for any reason unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

**13.2. No Modification** – No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party or by a duly authorized officer agent of such party.

#### 14. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

#### 15. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

#### 16. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of High Court, Mumbai only.

#### 17. Rules & Regulations

You will abide by the rules and regulations of the Company as may be in force from time to time and if any violation made would be subjected to the Disciplinary action. If the above terms and conditions are acceptable to you, you may please endorse your acceptance in the format enclosed.

We welcome you to our organization and look forward to your contribution to the growth of the organization and yourself.

**A wonderful experience awaits you here, that's a promise!**

Yours truly  
For, Skill Edutech.

**Vice President-Human Resource**

#### Schedule I

Schedule -1	
<b>Name:</b>	<b>Shashikanth Momdi</b>
<b>Designation:</b>	<b>Lead Generation Executive</b>

<b>Department:</b>	<b>Sales</b>		
<b>(A)</b>	<b>Fixed Components</b>	<b>INR (p.m.)</b>	<b>INR (p.a.)</b>
I	Basic	12000	144000
II	HRA	6000	72000
III	LTA	2500	30000
IV	Book and Periodicals	1500	18000
V	Communication Reimbursement	1500	18000
VI	Special Allowance	4700	96396
<b>GROSS INCOME</b>		<b>28200</b>	<b>338400</b>
<b>(B) RETIRALS</b>			
I	Provident Fund (Employer's Contribution)	1800	21600
<b>RETIRALS TOTAL</b>		<b>1800</b>	<b>21600</b>
<b>(C)</b>	Annual Variable Cash (Maximum Payable)	-	240000
<b>COST TO COMPANY (A+B+C)</b>		<b>30,000</b>	<b>6,00,000</b>



1. You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.
2. Your appointment to the services of the company is subject to satisfactory background reference checks and clearance from service agreements that you may have executed, which could have a bearing on your working with us.
3. This letter of offer is based on the information furnished in your application for employment and during the interviews you had with us. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld, then your employment is liable to termination without prior notice.
4. Attendance shall be subject to the conditions that you are expected to follow and company reserve the right to do so. The company's decision shall be final and binding.

### **Dedicated Period of Service.**

The company is committed to investing its resources in a training and development of its employees. As such, the company has a reasonable expectation that you will apply the knowledge and skills attained at Training on the job to maximize the positive impact of the learnt skills in your assigned key results. Considering the significant investment that the training represents, the company will deduct the training costs component from your final settlement to ensure that you will not defect to another employer before the cost of the training is amortized. The total cost of training each employee is determined to be Rs. 25000 (Rupees Twenty-Five Thousand only). By signing this Agreement, you agree to remain an employee of the company for a period of 1 (one) year ("Dedicated Period of Service").

During this 'Dedicated Period of Service' if you are terminated on grounds of misconduct, fraud or repeated poor performance or if you voluntarily leave the company, the company shall deduct costs incurred for your training not exceeding Rs. 25000 (Rupees Twenty-Five Thousand only). If you separate between 0-3 months - entire Training cost shall be retained, between 4-6 months - 50% of training cost shall be retained and 6-12 months 25% of training cost shall be retained.

## ACCEPTANCE LETTER

Acceptance of the candidate:

I have read and understood the above terms and conditions and I accept this offer, as set forth above with **SkillVertex Edutech**, and will report on or before 11/06/2021.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

(Candidate's Signature)

With Regards,

**VP-Human Resource,**

**SkillVertex Edutech**

Sl. NO.	Particulars
1.	Professional / Educational Certificates  <ul style="list-style-type: none"> <li>• Payslip of Last 3 Months of previous employment.</li> <li>• Relieving Letter From Previous Served Company</li> <li>• Graduation Certificate</li> </ul> Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card Scanned Copy.
4.	<b>Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.</b>