Offer Letter

Name:Peaush Khatri
Date:Sunday, February 6, 2022

Dear Mr. **Peaush Khatri** ,

We are glad to inform you that you have been selected for the position of **Business Development Trainee - Sales** in our organization with the Business Development Team for a **period of 6 weeks**, with an opportunity to be offered a permanent position of Business Development Associate at the end of the training period, based upon the following terms and conditions.

The **first 2 weeks of this training will be classroom training** at the Joining Location itself. It will then be followed by **4 weeks of "On-the-Job Training (OJT)"**, to be conducted at the OJT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location as a Business Development Associate.

1. Employment Details:

Department:	Business Development
Designation:	Business Development Trainee - Sales
Reporting Manager:	Rahul Raj (TNL201605108)
Reporting Time:	9:30 AM
Joining Location:	Byjus Ahmedabad - Nos.206 to 212A and 217, 2nd Floor, Sun Avenue One,Near Shreyas Foundation,T.P Scheme-21, Manekbaug Road,Satellite, Ahmedabad, Ahmedabad, Gujarat, 380015
OJT Training Location:	Byjus - Ahmedabad
Role Location:	Surat

2. Date of Joining: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, February 15, 2022** .Your work location after conversion to the role of Business Development Associate would be **Surat** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

3. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

4. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 3. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

5. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre- employment screening activities (including background verification and criminal history check).

6. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

(a) Provident Fund;
(b) Income tax deducted at source at the rates applicable;
(c) Employment / professional taxes;
(d) Dues to Company including loans and advances; or
(e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 4 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 3, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period,

the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

a. Any act or omission by you;
b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
c. Any representation or warranty or information furnished to the Company found to be false;
d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vast exclusively in the courts of Bangalore, Karnataka

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd. **Accept Job Offer by signing below**

Human Resource **Signature:**

This is system generated offer letter and does not require authorized signature.