



EXPERIENCE CUM RELIEVING LETTER

11-Sep-2023

Dear Praveen Chandrabose

This is to certify that you were employed with Skill-Lync (EpowerX Learning Technologies Private Limited) and hereby relieved from your services on 11Aug2023

Your service record is as:

EMP ID : EP4767

DESIGNATION : Inside Sales Specialist

DATE OF JOINING : 24Aug2022

DATE OF RELIEVING : 11Aug2023

Your accounts, if any, will be settled by our finance team in accordance with the policies of Skill-Lync (EpowerX Learning Technologies Private Limited).

We would like to thank you for your service with Skill-Lync & wish you the best in your future endeavours.

Sincerely,

A handwritten signature in black ink, appearing to read "Varkey Mathew", with a horizontal line underneath.

Varkey Mathew
Director - HR

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AAFCE0002J
www.skill-lync.com

₹350,000

₹322,867

₹19,372

EXHIBIT - A**Praveen Chandrabose**
Specialist Chennai**24 Aug 2022****Inside Sales****Salary Components Monthly Annually**

Basic Pay ₹13,453 ₹161,433 House Rent Allowance ₹6,726 ₹80,717 FBC ₹6,726 ₹80,717 PF Contribution by Employer** ₹1,614 ₹19,372 Variable Pay *** ₹0 **Gross CTC ₹28,520 ₹342,239**

Professions Tax ₹208 ₹2,500 PF Contribution by Employee ₹1,614 ₹19,372 PF Contribution by Employer ₹1,614 ₹19,372 **Total Deductions ₹3,437 ₹41,244**

Net Take Home before TDS ₹25,083 ₹300,995**FBC Breakup Details***

Medical Allowance ₹1,250 ₹15,000 Conveyance Allowance ₹1,600 ₹19,200 Food Coupons ₹0 ₹0 Internet Allowance ₹0 ₹0 Telephone Allowance ₹0 ₹0 Fitness Allowance ₹0 ₹0 LTA ₹0 ₹0 Personal Development ₹0 ₹0 Special Allowance ₹3,876 ₹46,517 **Total FBC ₹6,726 ₹80,717**

* IT Exemption can be availed subject to submission of the proof

** Provident Fund contribution is restricted to minimum basic of Rs.15000, additional contributions may be made through VPF

*** Variable pay if applicable will be paid based on Individual deliverables as per agreed terms

Other Benefits

Gratuity ₹7,761

TOTAL ANNUAL CTC - (INCLUDING OTHER BENEFITS) ₹350,000**SKILL LYNC**

EpowerX Learning Technologies Pvt. Ltd.

Techno Park No:10, 7th Floor, Old Mahabalipuram Road,

Thoraipakkam, Chennai, Tamil Nadu - 600097

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") entered into on **August 12, 2022** by and between **Praveen Chandrabose** here in after referred to as ("Employee") which includes its successors and assigns and legal representatives and Epowerx Learning Technologies Pvt Ltd. a company incorporated under the Companies Act, 1956 and having its registered office address at Techno Park No:10, 7th Floor, Old Mahabalipuram Road, Thoraipakkam, Chennai, Tamil Nadu – 600097 hereinafter referred to as ("Skill Lync") which includes its successors and assigns and legal representatives.

The Employee and Skill-Lync shall thereafter individually be referred to as "Party" and collectively as "Parties".

Whereas, Skill-Lync is an E-Learning platform. The Employee will be employed with Skill-Lync as a **‘Inside Sales Specialist’** with effect from **August 24, 2022**.

Whereas, the Employee may in the course of his/her employment with Skill-Lync shall have access to sensitive, confidential data of Skill-Lync and shall also be required to disclose confidential, important and/or Skill-Lync’s business trade secret information concerning Skill-Lync’s business and activities.

Therefore, the parties hereto agree to enter into a confidential relationship with respect to the disclosure by each of them of certain information as follows:

1. Definitions: For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have Skill-Lync’s client/partner confidential data including business plan, business process, business trade secrets, commercial values offered to Skill-Lync’s clients/partners or other business information including prospective business of Skill-Lync or its subsidiaries or affiliates. It is the responsibility of the Disclosing Party/Employee to strictly restrain from disclosing Confidential Information to any third party or Receiving Party. For purposes of this Agreement, the term “the Disclosing Party” shall be the party that discloses Confidential Information to the Receiving Party.

For purposes of this Agreement, the term “the Receiving Party” shall be the party that receives Confidential Information from the Disclosing Party and shall include Skill-Lync’s competitors, the company he or she represents and all affiliates, subsidiaries and related companies of the Receiving Party. For purposes of this Agreement, the term “Representative” shall include each party’s directors, officers, employees, agents, consultants, financial, legal and other advisors.

2. Exclusions: Confidential Information does not include information that the Receiving Party can demonstrate: (a) was in the Receiving Party’s possession prior to its being furnished to the Receiving Party under the terms of this Agreement, provided the source of that information was not known by the Receiving Party to be bound by a confidentiality agreement with or other obligation of confidentiality to the Disclosing

CIN No.: U80904TN2018PTC121852 | Telephone No.: 044-4851 5531

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Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known to the public; (c) is rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party or is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Confidentiality: The Receiving Party and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement and shall hold and maintain the Confidential Information in strictest confidence.

4. Permitted Disclosures: The Receiving Party may disclose the Disclosing Party’s Confidential Information to the Receiving Party’s responsible Representatives with a bona fide need to know such

Confidential Information, but only to the extent necessary to evaluate or carry out the proposed transaction or relationship with the Disclosing Party and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound to protect the confidentiality of such Confidential Information.

5. Required Disclosures: The Receiving Party may disclose the Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that the Receiving Party provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. Use: The Receiving Party and its Representatives shall use the Confidential Information solely for the purpose of growth of Skill-Lync's business during the term of their employment only and not in any way use the Confidential Information to the detriment of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information.

7. No Objection: Holding of discussions or exchange of material or information with the Employee's manager or its team during the course of his/her employment for the purpose of developing Skill-Lync's business shall not be construed as prohibited, subject to such discussion is for consummation of the transaction discussed therein or for completion of the transaction for which the material or information was exchanged under this Agreement.

8. Irreparable Harm: The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the Disclosing Party shall deem appropriate.

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9. Consequential Damages: No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Employee agrees that he/she shall be liable to loss of profits, loss of business or indirect, consequential or punitive damages of Skill-Lync in the event the said Employee discloses any Confidential Information to any third party and such disclosure shall constitute a breach of this Agreement.

10. Survival: The Employee understands and acknowledges that he/she shall be bound by the terms of confidentiality as provided in paragraph 3 and the secrecy and non-use obligations under the terms of the Agreement in perpetuity

11. Successors and Assigns: This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns and successors of such party and shall inure to the benefit of the assigns and

successors of such party; provided, however, that the rights and obligations of the parties hereunder are not assignable.

12. Governing Jurisdiction: The jurisdiction for this agreement shall be governed by courts in Chennai, India.

13. Counterparts and Right: This Agreement may be signed in counterparts, which together shall constitute one agreement.

14. Entire Agreement: This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that either party may have under trade secret, copyright, patent or other laws. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and are not to be construed in interpreting the provisions hereof.

Accepted and Agreed to by: Accepted and Agreed to by: Skill-Lync, Inc Praveen Chandrabose

{{_es_:signer1:signature}} {{_es_:signer2:signature}} Title: Associate Director - Talent

Acquisition Title: Inside Sales Specialist

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OFFER PROPOSAL - CONFIDENTIAL

Dear **Praveen Chandrabose**,

Congratulations!

We at Skill-Lync are pleased to extend an offer to you based on the following terms and conditions.

Designation: Inside Sales Specialist

Date of Joining: August 24, 2022

Work Location: Chennai, Tamil Nadu

No. of Working days: 6 days/week
Shift: 11 AM to 8 PM - General Shift
Probation Period: 3 Months from the date of joining
Appraisal Eligibility: FY 2022 - 2023
Notice period: 30 Days

Remuneration:

Your Annual remuneration will be INR **350,000** (Rupees **Three Lakhs Fifty Thousand** Only). You will be eligible for sales incentives which are payable in accordance with Skill-Lync's performance metrics.

Induction program:

The initial 15 days of your tenure will be your training period during which you will be trained and assessed on Skill-Lync's process and courses. Continuity of your employment in the Inside Sales team is subject to successful completion of the evaluation process.

Exit Policy:

All employees who have indicated their separation from the Company are required to serve a notice period of **30 Days**. The employees serving the notice period are expected to continue the work assigned by their managers unless instructed otherwise.

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Notice Period/Buyout Option:

If you desire to resign from the Company you shall provide the Company with prior written notice of the above-mentioned period of such resignation or payment in lieu thereof.

Inside sales incentive policy:

We follow the 'Create wealth and share the wealth' principle. You will be eligible for the incentive plan based on your experience and expertise. At Skill-Lync, we believe that you are an integral part of our success. We want you to grow with us. If you excel in this role, you have direct financial benefits. You can take home INR 3,00,000 per annum which is uncapped on average based on your achievement. Please refer to the below points for more details.

- All incentives are paid out on the 15th of every month on a prorated basis
- Employees who are, or could be, terminated for not meeting performance standards or violating the business policy are not eligible for any portion of the incentive. This includes, but is not as limited

to, employees who are, or could be, terminated for poor performance, the disclosure of confidential information, violation of the duty of loyalty, violation of business policy, off-duty misconduct that affects the operation of the business, or any other misconduct. Loss of variable pay/incentive can be part of a termination or disciplinary decision

- The incentive plan kick starts from the time you achieve 60% of your targets.
- If you perform very well, your incentives will reflect accordingly. There is no upper limit on the incentives that you can get. If you have a 5 lakhs target but you overachieve you will be incentivized accordingly

Medical Insurance:

Skill-Lync contributes to Group Medical Insurance of INR **₹2,00,000** along with accidental insurance of Rs.10,00,000/-.

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

1. Provident Fund
2. Income Tax deducted at source (which will be governed by the taxation laws of the country)
3. Employment/Professional Taxes. Professional Tax will be deducted on a half-yearly basis to a maximum of Rs. 1,250/- for every six months [Sep & Mar]
4. Dues to the company including loans and advances if any
5. Any other applicable statutory deductions
6. ESI is not applicable if the monthly gross salary exceeds Rs. 21,000/-

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You will be governed by and agree to abide by the company's General Terms & Conditions of Service and the provisions of the company's Code of Conduct, which will be mentioned in detail in the employment agreement issued after joining. Please submit the required documents mentioned in the Annexure below on the date of joining to the HR SPOC.

Your employment is subject to successful clearance of Background verification.

You are requested to join the services of the company no later than **August 24, 2022**, failing which you may consider the offer to be withdrawn.

We take this opportunity to thank you for your interest in our organization and look forward to welcoming you on board for a successful career with us.

Annexure Documents Required

1. PAN Card
2. Aadhar Card
3. Address Proof - Soft Copy of the Passport / Driving License / Voter ID
4. Softcopies of Academic Qualification records – X & XII mark sheets, UG & PG
5. Previous Employment Proofs (Softcopies)- Appointment letter, Relieving or Acceptance of Resignation letter, Recent payslips – 3 months
6. One Passport size recent photograph - Soft copy

Please indicate your acceptance of the employment offer by e-signing this letter in the space provided below. This offer, if not accepted, will expire at the close of business on **August 14, 2022**.

Sincerely, Received and accepted {{_es_:signer1:signature}}

{{_es_:signer2:signature}}

Sumitra Behera **Praveen Chandrabose**

CIN No.: U80904TN2018PTC121852 | Telephone No.: 044-4851 5531
Website: www.skill-lync.com

Offer from Skill-Lync

Final Audit Report 2022-08-13

Created: 2022-08-12

By: Shruthi Elangovan (shruthi.elangovan@skill-lync.com)

Status: Signed

Transaction ID: CBJCHBCAABAA-f8MX1wBwZBZsc0gX7kki268jM7cVmlH

"Offer from Skill-Lync" History



Document created by Shruthi Elangovan (shruthi.elangovan@skill-lync.com)

2022-08-12 - 4:30:09 PM GMT



Document emailed to Sumitra Behera (sumitra@skill-lync.com) for signature

2022-08-12 - 4:30:12 PM GMT



Email viewed by Sumitra Behera (sumitra@skill-lync.com)

2022-08-12 - 10:59:47 PM GMT



Document e-signed by Sumitra Behera (sumitra@skill-lync.com)

Signature Date: 2022-08-12 - 11:33:54 PM GMT - Time Source: server



Document emailed to praveenchandraboze2001@gmail.com for signature

2022-08-12 - 11:33:55 PM GMT



Email viewed by praveenchandraboze2001@gmail.com

2022-08-13 - 2:40:03 AM GMT



Signer praveenchandraboze2001@gmail.com entered name at signing as Praveen

2022-08-13 - 4:51:59 AM GMT



Document e-signed by Praveen (praveenchandraboze2001@gmail.com)

Signature Date: 2022-08-13 - 4:52:00 AM GMT - Time Source: server



Agreement completed.

2022-08-13 - 4:52:00 AM GMT

