Date:

Name of the Employee:

**OFFER LETTER/ AGREEMENT**

Dear Employee,

Aatm Nirbhar Learning (OPC) Pvt Ltd (“the Company”) is pleased to offer you employment as the\_\_\_\_\_\_\_\_\_\_ on the following terms:

1. **Date of Joining**: You’re required to join the Company latest by\_\_\_\_\_\_\_\_\_\_.
2. **Job Title**: Your initial title will be \_\_\_\_\_\_\_\_\_\_\_\_\_. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time, paid or unpaid) without the prior written permission of the Company. In case this condition is contravened, your employment shall be deemed to be automatically terminated without any notice and any benefits (monetary or otherwise) to which you may have been ordinarily entitled to shall be deemed to have been forfeited.. Further, in case of contravention of this condition, you will be liable to pay liquidated damages equivalent to one year’s gross salary to the Company within 3 days from the date of knowledge of contravention.
3. **Probation**: You will be on probation for a period of three (3) months from the date of joining which may be extended for a further period of 3 months at the sole discretion of the Company. During your probation period, your appointment is terminable without notice thereof from the company, without having to assign any reason thereof. However, the salary payable to you during the probation period will be as per Clause 4 below. On successful completion of your probation period, you’ll be deemed as a “confirmed” employee.
4. **Salary and Benefits**: Your fixed monthly salary will be INR \_\_\_\_\_\_\_\_\_. Over and above the fixed basic salary you shall be eligible for a minimum target performance incentive of 30% of fixed salary which will be paid on a monthly basis as per the Company’s internal policy. The incentive will be paid on a monthly basis as per the Company’s internal policy and in sole discretion of the Company. The incentive will be directly proportional to the percentage of target achieved. “Term” is defined in Clause 29.
5. **Duties**: You will perform duties and services as required in relation to the affairs of the firm as may be assigned to you from time to time. During the term of your employment with the firm, you shall:-

(a) Faithfully and diligently perform your duties in compliance with established policies and procedures;

(b) Use your best endeavours to protect and promote the business interest of the firm;

(c) Devote your full time, attention and efforts to serve the Firm; and

(d) Not directly or indirectly engage or be interested in any activity, which competes with the Firm or conflicts with your duties to the Firm.

Without prejudice to the generality of the foregoing, you shall at all times comply with the firm’s policies and procedures, as may be intimated from time to time.

1. **Leave Policy**: As an employee of Company, post expiry of probation period, you are eligible for up to 18 paid leaves in a year.
2. **Work Days & Time**: The Company’s working days are Monday to Saturday and the work timings are from 10 AM to 6 PM. However, the work days and timings may vary and might be subject to the nature of your work.
3. **Background Check**: Your employment with the Company is contingent upon a satisfactory background check. If any declaration given by you at the time of your appointment or later is found to be wrong or you are found to have wilfully suppressed information, the appointment itself will be deemed to be void and your service will be liable to termination without notice or compensation in lieu thereof. The Company may immediately terminate your service without any compensation or notice thereof, if you’re in material breach of this contract.
4. **Place of work**: Your place of employment will be at the Company’s office in \_\_\_\_\_\_\_. You may however be required to work (without any further remuneration or benefit and at the entire discretion of the Company) at any place of business which the Company has or may later acquire or establish. The Company may, after giving you reasonable notice, transfer or send on deputation or assign your services to any place of business of the Company or any of its subsidiaries or affiliates that may be presently operating, or which may subsequently be acquired or established in any part of India or abroad. In such a case, you will, in addition to the terms of this agreement, be governed by the policies of that location. You may be required by the Company to make such tours as may be necessary in the interest of the Company’s business. The Company shall reimburse you for all reasonable expenses incurred by you during such tours as per the company’s policies.
5. **Absence without Leave intimation**: An employee who is constantly absent from work for more than three (3) consecutive working days without prior approved leave from the Company or without reasons acceptable to the Company or without informing the Company of the reason prior to such absence shall be deemed to have resigned from the Company.
6. **Acknowledgements**: Employee acknowledges that the covenants set forth in this agreement restricting competition, disclosure, solicitation and interference are reasonable, appropriate, and necessary as to duration, scope and geographical area in view of the nature of the relationship between Employee and the Company and the investment by the company of significant time and resources in Employee’s unique and specialized training, development, and employment services. Employee warrants and represents that following the cessation of his employment with the Company, he/ she shall be able to engage in other activities for the purpose of earning a livelihood and will not be unreasonably impaired by those restrictions.

Employee further acknowledges that, in event of his violation of any of the covenants set forth in this agreement, the Company may, at its sole discretion, take any disciplinary steps as deems necessary and appropriate, including, without limitation, terminating Employee’s employment with the company.

Employee further acknowledges that the remedy at law for any breach of this Agreement, including monetary damages to which the company may be entitled, will be inadequate because the company will be irreparably harmed by any such breach and that the Company, and its successors and assigns, shall be entitled to injunctive relief. Such injunctive relief shall not be exclusive but shall be in addition to any other rights or remedies which the Company may have for any such breach.

1. **Proprietary Information:** Like all Company employees, you will be required, as a condition of your employment with the Company, to protect the Company’s standard Proprietary Information and Inventions. Any breach of this Clause may cause irreparable harm to the Company or its affiliates and that the Company shall be entitled to seek injunctive or other equitable relief in the case of such breach or threatened breach in addition to any other remedies it may have at law or in equity.
2. **Confidentiality**: For the purposes of this Agreement, "Confidential Information" shall mean all oral, written and/or tangible information created or owned by the Company which is confidential, proprietary and/or not generally available to the public, including but not limited to information relating in whole or in part to present and future products, services, business plans and strategies, marketing ideas and concepts, especially with respect of unannounced products and services, present and future plans, financial data, product/service enhancement information, business plans, marketing plans, sales strategies, customer information (including customer's applications, etc.), market testing information, development plans, specifications, customer requirements, configurations, designs, plans, drawings, apparatus, sketches, software, hardware data, prototypes or other technical and business information.

Employee will not at any time (whether during or after Employee’s employment with the Company) disclose or use for Employee’s own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, provided that the foregoing shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Employee’s breach of this covenant; provided further that the foregoing shall not apply when Employee is required to divulge, disclose or make accessible such information by a court of competent jurisdiction or an individual duly appointed thereby, by any administrative body or legislative body (including a committee thereof) having supervisory authority over the business of the Company, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order Employee to divulge, disclose or make accessible such information. Employee agrees that upon termination of Employee’s employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and all other data and material, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates. Employee further agrees that he will not retain or use for Employee’s account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

1. **Non-Compete**: Employee expressly covenants and agrees that, during the employment and for 1 year following termination of Employee’s employment with the Company, he will not directly or indirectly, engage, own, manage, operate, control or participate in or be connected with, any work/ service/ business which is directly or indirectly, competing with the business of the Company.
2. **Non-Solicitation and Non-Interference**: For a period of 12 months following the voluntary or involuntary termination of Employee’s employment with the Company , Employee will not, without the prior written consent of the Company, either directly or indirectly, in any capacity whatsoever, solicit, divert, perform work for, or otherwise attempt to provide services to present, former, or prospective customers of the Company whom the Employee call upon, solicited, worked with, or became acquainted with during his employment at the Company. Employee further covenants and agrees that, during the non-solicitation period he shall not, without the prior written consent of the Company, directly or indirectly attempt to induce any actual or prospective customer, supplier, vendor or distributor of the Company to terminate, alter or change its relationship with the Company, or otherwise interfere with any relationship between the Company and any of its customers, suppliers, vendors or distributors.
3. **Third Party Confidential Information**: Employee recognizes that the Company may receive proprietary information from the customers, prospective customers, independent vendors, distributors, or other third parties under obligation of confidence. Employee agrees to keep such third-party information in confidence, and therefore not to disclose, or make use of, any such third-party information until and unless such information shall become public knowledge through no fault of the Employee.
4. **At-Will Employment**: Nothing in this Agreement shall be construed as a promise of continuing employment. Employee and the Company reserve the right to terminate their employment relationship at any time, in accordance with the termination clause in this Agreement.
5. **Safety of Company Property**: You will be deemed responsible for the safe custody of any tools, equipment, books or any other property of the Company, which may be in your charge. The Company will have the right to deduct from your dues/salary/remuneration the money value of any damage or loss caused by you to its property or to take legal actions against you.
6. **Termination**:
7. Termination by Company - Subject to probation period, Company shall have the right at any time to voluntarily terminate the employment of the Employee, upon 30 days written notice, in which event the employee shall be entitled to Salary till the date of termination.
8. Termination by Employee- Employee shall have the right at any time to voluntarily terminate his employment, upon 3 months written notice, in which event Employee shall be entitled to the Salary till the date of termination without any accrued incentives.
9. Termination on breach - Company shall have the right to terminate the services of the Employee on the event of breach of any clause present in this contract without any notice.
10. Termination on account of Misconduct- Company shall have the right to terminate the services of the Employee on the event of breach of duties, wrongful behaviour, in contravention of any law and regulation, performing acts or omission that would under the circumstances amount to objectionable practice or in the event of deficiency in performing the duties assigned to the Employee.
11. Termination on account of Failure of Performance- Company shall also have the right to terminate the services of the employee if Employee fails to perform or refuses to perform the duties in the manner and/ or within the time frames agreed in this behalf or abandons the work or unduly delays the work assigned.
12. **Consent for collection & disclosure of personal information**: You hereby unconditionally and unequivocally grant your consent and allow the Company to do the following as per provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 prescribed under the Information Technology Act, 2000:
    1. Access all Company technology resources including computers, voice mail, and electronic-mail systems you use at any time in its sole discretion.
    2. Conduct routine searches or inspect property which may include, but not limited to, your computer files, electronic mail system, USB storage devices where you may store Company property or Company- related information.
13. **Taxes**: All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its management or its Board of Directors related to tax liabilities arising from your compensation.
14. **Interpretation and Amendment**: This Agreement any attachment or subsequent addenda, if any, along with other policies of the Company constitute the complete agreement between you and the Company. It contains all of the terms of your employment with the Company and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

1. **Governing Law & Jurisdiction**: The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (“**Disputes**”) will be governed by the laws of India.
2. **Arbitration**: Any Disputes arising out of this Agreement and any and all claims relating to your employment with the Company will be settled by final and binding arbitration. The arbitration will take place in Mathura, Uttar Pradesh- 281001. The arbitration will be conducted in terms of the Arbitration and Conciliation Act, 1996 (as amended up to date). You and the Company will share the costs of arbitration equally. Each party will be responsible for its own attorneys’ fees, and the arbitrator may not award attorneys’ fees unless a statute or contract at issue specifically authorizes such an award.

The parties undertake to mutually appoint a Sole Arbitrator to resolve the disputes. Any party may give a notice to the other party for appointment of the arbitrator. In case of no response from other party within 15 days, then the former/aggrieved party shall appoint arbitrator at its sole discretion, as per law.

1. **Severability**: If one or more of the provisions in this agreement/ offer letter is declared void by law, and then the remaining provisions will continue in full force and effect.
2. **Indemnification**:
3. You expressly agree to defend, at your own expense, and will absolutely and unconditionally indemnify and hold harmless the Company, its directors, employees from and against any and all claims, demands, damages, losses, injuries, expenses, costs and liability arising during the course of or after the termination/ cessation of your services in the Company from or connected with any of your acts and omissions, while you were in service.
4. **Security for Compensation**: Towards compensation which the employee may be liable to pay to the company in case of breach of any of the clauses of this agreement, the employee is required to furnish three (3) post-dated cheques, each double the amount of salary payable to him per month as provided below:-

|  |
| --- |
| **Cheque 1**  Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  Drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  For Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Cheque 2**  Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  Drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  For Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Cheque 3**  Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  Drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  For Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this agreement/ offer letter. This offer, if not accepted, will expire at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in India. Your employment is also contingent upon you starting work with the Company on or before \_\_\_\_\_\_\_\_\_.

Very truly yours,

Aatm Nirbhar Learning (OPC) Private Limited

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title: Pawani Khandelwal, Director

I have read and accept this employment offer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_