



CIN: U73100UP2023PTC194588

Date: 05/01/2024

Dear Durgesh,

Based on our discussions, we are pleased to offer you a **Full Stack Software Developer** position at **Skillancer Pvt. Ltd.** as per below terms.

Department : IT

Work Place : Your initial place of work will be Jhansi, but during the course you shall be liable to be posted/transferred to any location in India or abroad.

Role : **Full Stack Software Developer(Part-Time)**

Salary : 15000 Rs./Per Month(Fifteen Thousand Per Month)

Kindly return the duplicate copy of this letter duly countersigned at the places provided therein, in token of your confirmation and acceptance of the above.

Yours faithfully,
For Skillancer Private Limited

Rajeev Rajesh
Founder- Skillancer Pvt. Ltd.

Signature :

Name of the Individual: **Durgesh Prasad**

Date: 06/01/2024

Skillancer Private Limited

Sadar Bazar, Jhansi, Uttar Pradesh - 284001

www.skillancer.in

ANNEXURE A

SERVICE CONDITIONS

Attendance : You are required to record your attendance daily.

Working Hours : 5 Hours. Flexible working hours

Leave : You can avail leave with prior approval from your reporting manager

Holidays : As per organisation's Policy

Other terms & conditions:

- The organisation expects you to work with a high level of initiative, efficiency and economy. You will observe and conform to such duties, directions and instructions as communicated to you by the organisation or those in authority over you.
- You shall not any time, either during your working period period or thereafter, except with the prior written consent of the organisation, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm, or body corporate, any trade secrets or any confidential information as to method or process in connection with any activity of the organisation or any financial matter of the organisation which you may acquire during the course of your working period, concerning the business, activities, affairs or the property of the organisation, nor will you keep in your possession, or pass on to others without proper written consent of the management, any documents belonging to the organisation.
- You will not enter into any commitment(s) or dealings on behalf of the organisation for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the organisation or exceed the authority or discretion vested in you without the previous written sanction of the organisation or those in authority over you.
- You will be responsible for the safe keeping and return in good condition and order of all the properties of the organisation that may be in your use, custody or charge. For the loss of any property of the organisation in your possession, the organisation will have the right to assess on its own basis and recover the damages. of all such material(s) from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- The competency should be covered within the working period and the salary will be dependant on the total conversion rate. And it will be minimum 15% of the total clients visited and if the required wouldn't achieved, employee will only provided with the 15% commission of the total revenue or client converted by the employee. No TA or DA (Traveling & Daily Allowance) will be provided incase of incompetency.
- The company reserves the right to extend the probationary period based on its assessment of the employee's efficiency and performance. Such extensions may be considered in cases where the company deems it necessary to ensure satisfactory working period and development, taking into account unforeseen circumstances such as health issues, force majeure events, or other valid reasons that may affect the employee's ability to meet the working period expectations within the initially stipulated one-month timeframe.

- Your working period is liable to be terminated without any notice or stipend in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct in the case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, any act of Indiscipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The payment for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

Name of Individual : _____

Signature of Individual With Date : _____

Rajeev Rajesh
Founder - Skillancer Private Limited



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Annexure A
Skillancer Private Limited
Individual Non-Disclosure and Confidentiality Agreement

In order to protect certain Confidential Information (as defined below), I, _____, acknowledge and agree that pursuant to this Agreement, I may be given or may receive access to Confidential Information of Skillancer Private Limited (entity to be referred to as "Skillancer") and its clients, in connection with a potential or established business or other relationship between Skillancer Private Limited and me. In consideration for access to such Confidential Information of Skillancer, I agree to the following terms and conditions:

1. Effective Date. The Effective Date of this Individual Non-Disclosure and Confidentiality Agreement ("Agreement") is 10th January 2024. This Agreement shall expire (a) three (3) years after the Effective Date, or (b) three (3) years after the date of the last disclosure of Confidential Information, whichever is later.

2. Applicability. This Agreement shall apply to all Confidential Information, no matter how I may obtain it (e.g., through disclosure by Skillancer Private Limited to me, during a visit to a (CO NAME) 's office location or other facilities, etc.)

3. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means information relating to Skillancer, regardless of form (including, without limitation, oral, documentary, photographic, videographic and electronic), held in confidence and reasonably considered to be proprietary by Skillancer. Confidential Information includes, without limitation, operational, security, human resources, roadmap, technical, financial, budgetary, contact name, address, data, contracts, practices, procedures, and other business information including, but not limited to, software, reports, strategies, plans, documents, drawings, machines, tools, models, inventions, samples, materials related to Skillancer.

4. Exclusions from Definition of Confidential Information. Confidential Information shall not include information that is (i) demonstrably in the public domain at the time of the disclosure without violation of any known confidentiality obligation; or is (ii) demonstrably disclosed to me by a third party without violation of any known confidentiality obligation.

5. Duty to Protect. I will use the same degree of care, but no less than a reasonable degree of care, that I use with respect to my own similar information, to protect the Confidential Information and to prevent (a) any use of the Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee, consultant, subcontractor, family, friend or agent of mine without a need to know, (c) communication of Confidential Information to any third party, or (d) publication of Confidential Information. I also agree that I will not use any Confidential information to benefit myself or any other person or entity.

6. No Use of Name. Without the prior written consent of Skillancer, I shall not issue or release any article, advertising, press release, customer list, endorsement, or any other publication relating to any Confidential Information or containing the Skillancer Private Limited name or logo, or the name of its clients.

7. No Warranties. Skillancer Private Limited makes no warranty relating to the Confidential Information. All Confidential Information is provided on an "as is" basis, and no warranty is made regarding its accuracy or completeness.

8. No Obligation. Nothing in this Agreement shall be construed to impose an obligation on Skillancer Private Limited to enter into a business relationship, contract or other relationship with me. Skillancer Private Limited shall not be precluded from independently pursuing business opportunities similar to those under consideration with me.

9. No Transfer. Nothing in this Agreement shall be construed as a license or conveyance of any intellectual property right from Skillancer Private Limited to me.

10. Notification. If I am required to disclose Confidential Information of Skillancer Private Limited by law, I agree to give Skillancer Private Limited reasonable advance notice of such disclosure so that Skillancer Private Limited may contest the disclosure and/or seek a protective order.

11. Equitable Remedies. I agree and understand that any damages resulting from improper disclosure or misuse of Confidential Information will be irreparable; therefore, I agree that Skillancer Private Limited and/or its clients, as applicable, will be entitled to seek equitable relief, including preliminary and permanent injunction, in addition to all other remedies, to prevent any improper disclosure or misuse of Confidential Information of the aggrieved party.

12. Governing Law. Venue. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF INDIA AND JURISDICTION SHALL RESIDE WITH THE APPROPRIATE INDIAN COURTS LOCATED IN JHANSI, Uttar Pradesh.

13. General. This Agreement does not create any agency, employment or partnership relationship. This Agreement is not assignable or transferable by me without the prior written consent of Skillancer Private Limited . All additions or modifications to this Agreement must be made in writing and must be signed by all parties.

14. Return. I agree that, at the request of Skillancer Private Limited , and/or its clients, I will promptly return all Confidential Information of Skillancer, and/or of its clients, as applicable, together with all copies (in whatever form), or provide written certification of their destruction.

15. Enforcement of Terms. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by Skillancer Private Limited and/or its clients against any and all recipients of its Confidential Information.

Name of Individual : _____

Signature of Individual With Date : _____



Rajeev Rajesh
Founder - Skillancer Private Limited

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