

Dated: - 19-May-21

**Private & Confidential**

**Appointment Letter**

**Ayesha Chopra ,**  
302, Tower-1, Panchsheel Pratishtha,  
Sector-75, Noida, 201301

**Dear Ayesha ,**

With reference to our recent discussions, we have pleasure in offering you the employment with SSSI Tutoring Services. on the terms and condition mentioned below:

We now hereby provide you as **Senior Executive Sales** for SSSI Online Tutoring Services., commencing from **01-April-2020** on such remuneration as already agreed by you. We wish you all the best and look forward to developing a mutually beneficial association.

**1. LOCATION / PLACE OF POSTING**

You will ordinarily be based at **Noida**, however, your duties may be varied from time to time and your services are liable to be transferred, either temporarily or permanently to any other location of the company, at the discretion of the company or to any of our facilities, or any of our branches.

**2. REMUNERATION**

Your Total Compensation will be **INR. 2,20,800 CTC/- (Rupees Two Lakhs Twenty Thousand Eight Hundred Only)** per annum subject to TDS Deduction, as per GOI Norms. The compensation shall be evaluated periodically as per the company appraisal policy. Your appraisal is discretionary and will be subject to and based on effective performance and results at the sole discretion of the company. The remuneration shall be subject to deduction of taxes in accordance with Indian tax laws and it shall be your responsibility to meet and fulfill all tax liabilities and requirements under Indian tax laws including compliance and filing of tax returns etc.

**3. REFERENCE CHECK AND DATA PROTECTION**

- a. By placing your signature on this letter of appointment you are confirming that your service with the company is based on the academic, professional, personal details and other information submitted by

you (hereinafter referred to as “Personal Data”) and is subject to a reference check by the company before or during the course of your service. You further agree to notify in writing immediately to the company any change affecting the Personal Data provided by you to the company in order to hold and maintain them accurate and updated.

- b. By signing on this letter of appointment, you hereby authorize the Company to verify, validate, transfer, store, process all the Personal Data submitted by you or otherwise obtained by the Company and to share such Personal Data with other companies, whether in India or abroad, to ensure compliance with this letter of appointment and its legal obligations such as income tax and social security withholdings, management, and other necessary human resources, management, and service related matters.
- c. If at any time during your service with the Company, it emerges that the Personal Data furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, your service shall be considered ineffective and irregular and may be liable to be terminated by the Company, at Company’s sole discretion and you may be subjected to penalties, if applicable.

#### **4. YOUR RESPONSIBILITIES**

- a. Unless prevented by sickness, injury or other incapacity (subject to proof of records) or as otherwise agreed by your reporting manager (in writing), you will devote your time exclusively to the business and affairs of the Company.
- b. During the term of your service, you shall not engage in any business or enterprise or work directly or indirectly for any other employer or be a director of any other company, gratuitously or for profit, without the previous specific written consent of the Company. In addition, you should not have any interest, financial or otherwise, directly or indirectly, in any firm, company or body with whom the Company has, or contemplates having, business relations without disclosing the fact in writing to the Company immediately when it comes to your knowledge that such business relations are being contemplated or made.
- c. During your service, you may be called upon to work at any of the Company’s establishments, subsidiary or associate of the Company and /or to undertake tours or other assignments in connection with the company’s activities.
- d. You should not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor shall you become a party to any alteration of any principle or policy of the

Company or exceed the authority or discretion vested in you without the previous sanction of the Company's management.

- e. During your service with the Company and/or thereafter, you shall not do any act, deed or thing which may damage or harm the reputation of the Company or any of its affiliates or directors or stakeholders.
- f. In addition to the duties and obligations specified in this letter of appointment, you shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and brought to your notice duly.

## 5. LEAVES

You will be entitled for leaves as per the company policy and rules.

## 6. TERMINATION OF SERVICES

This appointment of services can be terminated by either party after giving 1 Month (30 days') notice or Gross Salary in lieu thereof. After being confirmed, you may resign from your services by serving 30 days' notice period or buying your service period by paying a 1-month gross salary amount in lieu thereof. However, management reserves the right to accept or reject the resignation depending on the requirements of the company. Once the resignation is accepted; the final payment settlement would be done after completion of 45 days from the employee's last official working day (salary will put on hold for the month of resignation). However, in the event you resign from your services, the company as per its business requirements may opt to either relieve you earlier (without any liability of paying of any notice period that you were to serve) or in the event you are in middle of an assignment, extend your notice period to allow you to complete all operative parts of the assignment.

*\* In case an employee is found not performing as per the defined KRAs and KPIs, he/she will be put on performance improvement plan for a period ranging from a week or a month depending upon the severity. In case employee does not show any improvement, the employment may be terminated with immediate effect without giving any further notice.*

Notwithstanding anything contrary contained in this letter of appointment or the Code of Conduct, Non-Disclosure Agreement, confidentially that you had signed at the time of joining, your services shall be terminated forthwith in the event you are found to have committed gross misconduct. By the expression "gross misconduct" shall be meant any of the following acts and omissions on your part:

- a. Engaging in any trade or business outside the scope of your duties except with the written permission of the Company; or
- b. Unauthorized disclosure of information regarding the affairs of the Company or any of its customers or any other person connected with the business of the Company which is confidential or the disclosure of which is likely to be prejudicial to the interests of the Company; or
- c. Found to be in a drunken or intoxicated or disorderly state or are found behaving indecently or any conducting in similar behavior on the premises of the Company; or
- d. Willful damage or attempt to cause damage to the property of the Company or any of its client/vendors;
- e. Willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- f. Slowing down in the performance of work and/or underrated performance even after being given performance feedback by the reporting manager;
- g. Gambling or betting on the premises of the Company.
- h. Doing any act prejudicial to the interest of the Company or gross negligence or negligence involving or likely to involve the Company in serious loss;
- i. Giving or taking a bribe or illegal gratification from a client or a prospective/current employee of the Company or a vendor of the Company;
- j. Misbehavior towards the Company's customers or services providers;
- k. Conviction by a criminal court of law;
- l. Indulging in any act of sexual harassment at the workplace. Wherein sexual harassment shall include such unwelcome sexually determined behavior (whether directly or otherwise) as physical contact and advances, or demand or request for sexual favors, or sexually colored remarks, or showing pornography, or any other unwelcome physical/verbal/non-verbal conduct of a sexual nature;
- m. If you are found to be involved or have committed to any anti-national or illegal or unlawful activity.
- n. If you do not comply with SSSI Tutoring Services. policies & procedures including amendments issued from time to time and if you are found absent from duty for more than five days without prior approval from your supervisor.
- o. Relationship at Workplace – SSSI Tutoring Services. does not encourage personal relationships at workplace. It affects the professional environment and may affect the other employees or the

company negatively. In case anyone is found to develop personal relationships with another employee, he/she will be terminated on immediate basis without giving any notice period.

However, depending on the enormity of the circumstance, in the event of any of the above listed gross misconducts being found to be committed on your part, apart from the right to terminate your services forthwith, the Company at its discretion may also choose to bring you down to lower scale of pay; and/or your increment/s and/or promotions may also be stopped for a period; and/or any and all allowances/dues given to you may also be withdrawn; and/or you may also be fined.

## **7. EFFECT OF TERMINATION**

In the event of resigning from your services or termination of your service (for whatever reason and howsoever arising) you:

- a.** shall not take away, conceal or destroy but shall immediately handover to the Company all documents and information (which expression shall include, without limitation, professional email IDs, login credentials of professional subscriptions, notes, software, correspondence, drawings, plans, designs and any other material upon which data or information is recorded or stored) relating to the business or affairs of the Company or any affiliate or any of their customers, shareholders, directors, employees, officers, clients, suppliers and agents (and you shall not be entitled to retain any copies or reproductions of any such documents) together with any other property belonging to the Company which may then be in your possession or under your control;
- b.** shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any affiliate nor represent yourself or permit yourself to be held out as being in any way connected with or interested in the business of the Company or any affiliate (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements)
- c.** should immediately return to the Company such items or materials (pertaining to or concerning the Company or the business of the Company) under your control or in your possession or otherwise dispose of or destroy as per the written directions of the Company;
- d.** Immediately return all items of equipment held on loan or hire from the Company.

## 8. PHYSICAL AND MENTAL FITNESS

This offer is subject to your being found physically and medically fit at the time of your joining and remaining fit during the tenure of your service with us. The company reserves the right to terminate your service if you are found unfit at any point in time during your service and under such circumstance, the notice period specified in Clause 3 above shall not apply.

## 9. GENERAL SERVICE CONDITIONS

As part of your service, you are expected to comply with standards of business behavior confirming to the code of conduct guidelines contained in various policies/procedures/rules and regulations. You are expected and required to familiarize yourself with these various Guidelines/Policies/Procedures/Rules or Regulations. You are required to specifically note the following:

- a. Any violation of code of conduct / acts that are a criminal offense or involve moral turpitude would invite appropriate disciplinary action including termination of service.
- b. In addition to your usual duties you may be required to perform any work assigned to you by the management / Team Leader.
- c. You will be covered under leave, holidays, Code of Conduct, Terms of service and Attendance policies as applicable to employees at all locations and as set out in the Company policies.
- d. You will not be in touch with any ex-employees of the company for any work-related matters, or to get any additional work done by them during your service with SSSI Tutoring Services.

The terms and conditions of this letter are as per the existing policies of the Company. The Company reserves the right to incorporate such other terms and conditions as it deems fit, including non-solicitation agreements, agreements relating to protection of the Company's intellectual property and such other agreements as reasonably required by the Company for the protection of its interests and business and you agree to be bound by the stipulations therein and the same shall be treated as if they were a part of this Letter of appointment.

## 10. STATEMENT OF FACTS

Notwithstanding any other terms and conditions stipulated herein, if at any stage, during the tenure of your service, it is found that any particulars or details furnished by you are incorrect and/or this agreement of service

has been obtained by misrepresentation of facts, the Company shall, in addition to taking such further and other action in civil and criminal law as it may be advised, have the right to terminate your services forthwith without giving any notice.

The company reserves the right to conduct verification checks to ascertain facts if needed.

## **11. INTELLECTUAL PROPERTY RIGHTS, NON-DISCLOSURE, CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING**

In the course of your service with the Company, you will have access to certain confidential and proprietary information of the Company and their activities. You will not, at any time, without the written consent of an authorized signatory of the Company, disclose, divulge or make public except on legal obligations, any information related with Company's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise.

Further, if you conceive any new or advanced methods of improving process / formulae / systems in relation to the business/operation of the Company, and/or any of its subsidiaries such development will be fully communicated to the Company and will remain sole right / property of the Company. The copyright for any software and other relevant software designed by you, and the intellectual property rights of and any other rights derived from the results of development and research through the research and development, including without limitation right to apply for patent, copyright for the software, technical documents and technical information shall be that of SSSI Tutoring Services..

You shall not disclose either during your service or afterwards, by word of mouth or otherwise, any information/detail/particulars pertaining to any technical, scientific, administrative, policy matter including financial details pay packages/profile of employees and/or any other matter concerning the management or any of its subsidiaries etc. and/or any other matter/information/ knowledge and/or skill that you may come to know/acquire during your service with the management/its subsidiaries / any other concern where you may be posted during your service.

## **12. CONFIDENTIALITY:**



The company exercises its rights to discretion and confidentiality under the jurisdictions of the laws of the land. This agreement is in effect of the date of the signing of this agreement and extends indefinitely and not limited to beyond employee resignation/termination.


- a. The employee cannot disclose any facts or information regarding the company's operations to the people who are not employees and not associated with the company.
- b. The employee cannot disclose any facts of information to any person who is non-employee and viewed as an outsider.
- c. The employee must inform the management for any suspicious activities that he may find within or outside office premises that might affect the business.
- d. The employee cannot disclose any technical, non-technical and information about the company or the general market in which it deals.
- e. The employee is not also permitted to share, use disclose any information for personal, professional or any other use.
- f. In cases where the company finds a violation of terms and conditions, willful or careless, it will lead a possible legal action coupled with strict disciplinary action up to termination.
- g. In case of termination of service from either side, the employee cannot use the company's Intellectual properties (Expert's database, Marketing Strategies, Client's database, company's SOPs) for their future employers.

The above terms and conditions are subject to periodical changes and the same would be communicated to you in writing. Please sign a copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.

We look forward to your joining us and take this opportunity to wish you many years of a rewarding and mutually enriching association with SSSI Tutoring Services.

**For SSSI Tutoring Services.**

**Authorized Signatory,**





**Mr. Budhesh Chopra (CEO)**