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To,

Vikram Suthar
Email: officialvikramsuthar@gmail.com
Mobile: +918698108190

Dear Vikram:

Congratulations on being selected to be with team 'Edyst' (company) as a **Senior Software Developer**.

It is with great pleasure that we make this offer to you and we are proud to have you join us on this extraordinary journey and hopefully a path breaking journey. We are pleased to offer you employment as a Software Developer with Edyst, on the terms & conditions mutually agreed; summary of the same is mentioned below (Details in Annexure 1):

i.   Position: **Senior Software Developer**
ii.   Effective Date of Joining: **8 June, 2022** (earlier DOJ will be considered on mutual agreement)
iii.   Total Cost to Company (CTC) of **Rs. 11,02,080** (additional benefits detailed in Annex Point #3)

The detailed breakup is given in Annexure 1, point #3 in the terms and conditions section.

As a **Sr. Software Developer** of the Edyst team, you would be expected to work on designing, developing, and deploying software solutions per the business requirements of Edyst for the proposed online education and assessments platform that Edyst is building.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and reply to: vasu@edyst.com and careers@edyst.com

Again, congratulations and we look forward to working with you. We are excited to have you on our team and in our journey to make a positive difference, and have fun along the way – In enhancing the employability quotient of the students.

Edyst Consulting Private Ltd.
91SpringBoard, 71 Jubilee Enclave, Madhapur, HITEC City, Hyderabad 500081

We hope that your association with Edyst will be successful and rewarding. Please indicate your acceptance of this offer by signing below and returning it to us. If you have any questions, please contact do not hesitate to contact me

We hope that this offer will be favorably received and we look forward to working with you at Edyst.

Yours sincerely,

Srinivas Sriramdas

CEO and Co-founder Edyst:

Date:

Location:

Signed: Vikram Suthar

Date

Location:

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Annexure 1

About us:

Edyst ([www.edyst.com)](www.edyst.com) is a [Y Combinator](#) Incubated (W19 Batch) company in the EdTech domain, and will always be a company of dreamers and doers. We are passionate to the point of being obsessive. For us, work is not work: its art. And, we shall not rest till our voices are heard, till our art is experienced and till a dent has been made in the universe.

Fair warning: You're joining a roller coaster. While this is a formal offer to join us as a software developer, it is also informal invitation to our tribe of mavericks – a bunch of outlandish people who want to drastically change the way higher education and hiring is done in today's world. Cheers to that!

Terms and Conditions

1. You will be appointed to the position of Sr. Software Developer at Edyst. Your duties and responsibilities will be congruent with the position description. From time to time, you can be asked to perform other duties as assigned by the management of the "Company" /clients of the "Company" that you will be deployed to.

2. Your employment with the "Company" will commence from **8 June, 2022**. **The current work mode will be remote.** At a later stage the designated work place will be at the Edyst office.

3. Your salary will be payable on a monthly basis to you post all statutory and income tax deductions.

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Gross annual payout of **Rs. 11,02,080** (including the variable performance bonus at 100% payout based on performance review, with the statutory and income tax deductions made as per the law), the breakup (indicative) of the gross salary is as follows;

	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023
Salary	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000	₹82,000
Performance Bonus												₹118,080

1. **Additional perks and benefits:**
   a) Internet/Communication allowance: Rs. 500/- per month (payable on a monthly basis along with the salary)
   b) Laptop/Computer allowance: Rs. 1000/- per month, payable on a monthly basis along with the salary, when you use your personal laptop/system for work at your current location. (Payable on a monthly basis along with the salary). This allowance will be discontinued as and when Edyst provides an office laptop for you to work on.

2. **Probation**

a) Your probation period will be for 2 months starting from the date of your joining. However, this period can be cut short or extended based on the individual's performance and at the discretion of the management.

b) Your pay during the probation period will be Rs. 82,000/- gross per month

c) You will be entitled for the Internet/Communication allowance and also the Laptop/Computer allowance during this period.

d) You will not be entitled to any paid leaves with pay during the probation period.

e) Post which you'll be entitled for earned leave per the policy of a full-time employee.

f) Either party can nullify this contract during the probation by giving a notice of 30 days.

g) After the probation period, you will be given a revised letter of appointment with the terms and conditions for permanent employment, and your revised salary will be per the grid in Point #3.

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4. **Salary and Bonus details**
   a. The salary/bonus will be prorated based on the joining date.
   b. Year-end bonus: Edyst shall share goals for the year and this bonus of **Rs.1,18,080** (at 100% payout) will be given when the overall goals for the year are met (12 months from the date of joining). The final bonus amount payable to you will vary depending on your performance during the year. The work goals will be shared with you at the time of joining, and performance reviews will be done on a regular basis.
   c. Post 12 months from joining, based on the annual performance review, the salary and bonus for the next 12 months will be decided.
   d. Work location and schedule: The current work mode is 'remote'. You are expected to make arrangements at your location for work. The basic requirement is a Laptop/PC, stable internet connection, and a mobile phone. The work schedule is expected to be intense time of collaborative design and development work. We expect you to be at the workplace along with the Edyst team during this phase during working hours. As a start-up we are working towards the completion of the project and focused on product release, hence the work timings will not be a typical 9:00 to 6:00 and Monday to Saturday. We look forward to your support in keeping your work timings flexible to help realize our client commitments and product release in the timelines agreed on.
   e. In a scenario, where you are expected to work at the Edyst office, the physical work location is in Hyderabad, Telangana. In a scenario that the work location changes, you will need to be available at the new work location (Hyderabad). Edyst will provide the required office space and facilities for development work, meetings and debriefs. You will be required to arrange your own facilities for all else.

5. **Reporting**: You will be reporting to the undersigned or any other person as decided by the company. You are expected to give an update of your status of work on a periodic basis in the reporting formats as devised by the company to the undersigned or any other person assigned by the undersigned.

6. **Exclusivity**: Your position as a Sr. Software Developer is of a full time assignment (during the course of your employment) with Edyst and you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management.

7. **Leave**: You will be entitled to a Paid/Earned leave of 1 day each month during your tenure in the calendar year, which will be accumulated and carried forward. All other leaves will be considered as Loss Of Pay (LOP)

8. You confirm that you have disclosed fully to the "Company" all of your business interests that are similar to or in conflict with the business or activities of the "Company". You agree to disclose fully to the "Company" any such interests or circumstances, which may arise during your employment with the "Company".

9. Edyst shall have the right to terminate your employment without notice or payment of salary in lieu thereof, if:
    a. You commit any breach of your duties and responsibilities under this contract.
    b. You are guilty of any gross default or misconduct, which contravenes the express or implied conditions of your employment; and/or
    c. You commit breach of any of the terms pertaining to confidentiality/Non-Disclosure Agreement (detailed in Annexure 2).

10. This contract shall be terminated by either party by giving 60 days' notice in writing or salary in lieu of notice, to the other party. Your full and final settlement will be done at the end of the month on a prorate basis (including your performance bonus)

11. You are aware that during the course of employment with the "Company". You will have access to confidential / proprietary information about the "Company", its clients, its business transactions, and associated companies. We expect you to honor the confidentiality of Edyst, its project plans, code base, proprietary ideas and its clients.

Any idea, discussion, or code produced during the internship period is the sole property of Edyst.

12. Prior to joining Edyst, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the Joining Date.

13. As per the company policy, there isn't any medical or loan assistance extended to the employees. The expenses incurred for such exigencies need to be borne and incurred by the Employee. Any change in policy to this will be informed to you.

14. This letter is governed by and shall be construed in accordance with the laws of India, and both parties to this letter shall submit to the exclusive jurisdiction of the Hyderabad (India) Courts.

15. This letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with the "Company".

16. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto (You can be assured we are reasonable people and always open for discussions)

Signature:
Name: **Vikram Suthar**

Date: *Location:*

Authorized Signatory at Edyst:

Srinivas Sriramdas

Edyst Consulting Private Ltd.
91SpringBoard, 71 Jubilee Enclave, Madhapur, HITEC City, Hyderabad 500081

Annexure 2:

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my engagement as a Software consultant/Developer with **Edyst (Assessments, Training and Placements company)** and having its office at Hyderabad, Telangana, India. I acknowledge and agree that:

Confidentiality. I acknowledge that, by virtue of my Engagement/*Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside an Edyst *Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of *Edyst Entity.*

Third Party Information and Property. I agree that during my *Employment and post that*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory at Edyst*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Edyst Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify Edyst for any legal defense costs and/or damages related to any such claim.

Authorization to Access *Systems* and *Electronic Communications and use of Edyst Property*. I understand that while employed (and post-employment) with Edyst, I will use and have access to the *Systems, software code, functional specifications, business discussions over emails.* I also acknowledge that *Edyst Entity* has the right of ownership over such *Electronic Communications, assets designed, & developed, and is* considered part of Edyst business and are not to be considered private or personal to me or any other *Personnel*. I

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further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems, business plans, code, architectural diagrams, functional specs, data, technical designs* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are Edyst *Property*.

I will be responsible for the safe keeping and return in good condition (for tangible items) and order of all the *Edyst Property (including code that is developed, architectural designs, models, frameworks etc.)* that may be in my use, custody, care or charge. For the loss of any *Edyst Property* in my possession or custody or for which I have been assigned responsibility

Intellectual Property of the Edyst Entities.
I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times, which I will return to Edyst on completion of my employment with Edyst and delete all the Edyst Proprietary data from my personal storage devises, hosted (cloud) solutions and other forms of storage after Edyst has taken the back-ups of the same. Any design, assets, code, functional specs, ideas developed by me during my employment with Edyst will be property of Edyst.

Post-*Employment* Restrictions re: *Edyst Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Edyst Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Edyst Property*;

Transition of Work and Cooperation. Upon the completion of the Engagement/*Employment* for any reason, I will cooperate with Edyst *Entity* in all matters relating to the completion of pending work and its orderly knowledge transfer.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Edyst Entity* or provides the *Edyst Entities* with a competitive advantage, (2) consists of *Personally Identifiable Information (PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Edyst Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Edyst Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, software code, architectural designs, functional specifications, , business or marketing plans, forecasts and financial information, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Edyst Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Edyst Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Edyst Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Edyst Entity*.

Systems – the communications systems or any part of such systems that a *Edyst Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, instant messaging, local area network, Intranet (e.g., Slack), Internet, collaborative tools laptop and desktop computers, Personal Digital Assistants, Messaging services, (WhatsApp, SMS), cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Edyst Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Edyst Property*.

Effective as of **8 June 2022,** I accept all the terms and conditions of the Consultant/Employer as stipulated in these Terms and Conditions of Service.

Signature:
Name: **Vikram Suthar**

Date: *Location:*

Authorized Signatory at Edyst:

Srinivas Sriramdas

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