

## Letter of Appointment

Issue Date - 21st October 2023

Dear Prince Kumar,

With reference to the offer for the position of **Data Science Trainer** Dated 28th August 2023. We are pleased to appoint you to the position with Promarga Global Pvt. Ltd effective from **4th September 2023** under the following terms and conditions:

Brand Name: Proway Academy is the Brand name of Promarga Global Pvt. Ltd. You will be working under the Proway Academy.

### **1. Salary and compensation**

You will be entitled to get the sum of Rs 2,88,000 per annum as a fixed salary. Incentives will be separated and will be communicated separately from time to time.

### **2. Posting & Transfer**

Your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department/section, location, associate, sister concern, or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

### **3. Probation**

You will be on probation for a period of three months. The period of probation can be extended at the discretion of the Management and you will continue to be on probation if a probation extension confirmation has been issued in writing.

### **4. Full-time employment**

Your position is full-time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder/debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Management of the Company.

## **5. Confidentiality**

You will not, at any time, during the employment or after, without the consent of the Management disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

## **6. Intellectual Property**

If you conceive any new or advanced method of improving designs/processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the Company and will be, and remain, the sole right/property of the Company.

## **7. Responsibilities & Duties**

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline, and other matters. You will always be alive to the responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

## **8. Past Records**

This letter of appointment is based on the information furnished in your application for employment and during the interviews you had with us. If any declaration given, or information furnished by you, to the company, proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

## **9. Termination of employment**

During the probationary period and any extension thereof, your services may be terminated from either side by giving 15 days' notice or salary in lieu thereof. However, on the confirmation, the services can be terminated from either side by giving one month (30 days) notice or salary in lieu thereof.

Upon resignation/termination of employment, you will immediately hand over to the Company all assets, correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects, or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

Upon resignation/termination of employment, you will also return all company property, which may be in your possession.

Notwithstanding the above condition, the contract of service can also be terminated because of under mentioned stipulations. This will be without payment of any compensation.

- If you fail, refuse, or neglect to carry out and perform the duties assigned to you by the company. For loss of confidence in you by the company for any of the acts committed by you.
- If you are found to be guilty of fraud, insubordination, or misconduct whether in the course of the performance of duties entrusted to you or otherwise.
- If you are found unfit for being entrusted with the responsible work commensurate with your position in consequences of any misconduct, moral turpitude. \* If you commit any act prejudicial to the continuing good relationship between you and the company.
- If you commit a breach of any of the terms of this letter of appointment.

## 10. Leaves and Holiday

You will be 6 days working in a week. You will get one week off. You will be entitled to 1 day leave in a month during probation and 1.5 in months after the probation period. A list of gazette Holidays will be shared separately.

**Nazish Shoaib**  
Director

## Acknowledgment

I agree to the appointment and accept the above terms and conditions of service.

Name: Prince Kumar

Date:

Signature: .....