



**YOUNG MINDZ EDTECH
ADVISORY LLP**

MS DISHA

New Delhi

March 1st' 2023

Greetings!

Dear Ms. Disha,

We are pleased to appoint you as LANGUAGE TRAINER effective from 1st March, 2023 with YOUNG MINDZ EDTECH ADVISORY LLP (hereafter referred to as "the Company").

Terms and Condition of Employment Agreement:


1. Compensation

The monthly compensation will be as per the Annexure 1 and would include agreed monetary values of perquisites. Income tax where applicable will be deducted at source from your monthly compensation as per the government rules and regulations. You are required to provide statement of income till date for this financial year, as well as proof of income tax saving for the current financial year. Please note that the company will not be liable for any misrepresentation in your declaration of your income prior to joining the company. You shall be paid compensation on a monthly basis, in accordance with the Company's accounting policies as may be applicable from time to time, in arrears on or before the [10th] day of each calendar month.

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2. Leave

You will be entitled to festivals & National Holidays, Casual and Sick leaves and Privileged leaves as per the leave policy of the company. For the purposes of the leave, the year shall run from January to December.

3. Transfer

During the course of employment in the Company, as per exigencies of work you shall be liable to be transferred at the discretion of the management from one work, department, section, or job to another, in which case your designation could also be suitably changed. Your services can also be transferred to any other offices in India in the larger interest of the company, at the sole discretion of the management. In such situations your terms of appointment shall remain unchanged.

4. Ownership of work

The ownership of any rights to any works by the employee during the terms of employment shall lie with the company.

5. Notice Period


If you wish to resign you are required to serve at least 1 month notice or payment in lieu off. Please note if you leave the services of the organization without submitting the resignation; you shall be treated absconding and loose the lieu on the job; in such a case the employer shall not be liable to issue you the experience certificate. No Full and Final settlement will be done until the relieving letter is not signed by you.

Note- "Company reserves the right to let go the employee at anytime during the probation period without giving any notice". In such cases, the company reserves the right to do a Full and Final on the basis of the performance of the employee for the period in question. The performance evaluation and related action will be at the sole discretion of Company.

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6. Probation

You shall be on probation for a period of 3 months (hereafter referred to as the “Probation Period”) from the date of commencement of your duties, the period of which may be further extended at the sole discretion of the senior management. After the completion of the Probation Period, which shall be determined by the Company in its sole discretion, your appointment will be confirmed in writing by the Company, subject to your satisfactory performance in the Probation Period.

7. Termination


During probation period, your services can be terminated, without notice and assigning any reason, if your services are not found satisfactory, at the discretion of the management. After confirmation of your employment, notice of termination of employment will be one (1) month notice in writing or 2 weeks’ salary in lieu of notice from either party. Notwithstanding the aforementioned, the company shall be entitled to terminate your employment without notice and compensation in any of the following events:

- i) If you are in the opinion of the company, guilty of dishonesty, misconduct or negligence in the performance of your duties
- ii) If you have been found to have committed a serious breach or continual material breach of any of your duties or obligations.
- iii) If you are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the company’s affairs or any of its subsidiaries or related companies. You would also be liable to be removed from the services at any time without notice and compensation, in case, if any information furnished by you in connection with the above appointment is found incorrect at any stage or contact information is found suppressed.

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8. Rules, regulation and Confidentiality

You will not, without the previous written consent of the Company become interested or engaged directly or indirectly, in any trade, business and occupation. You will not (except in the normal course of the company's business) publish any article or statement, deliver any lecture or broadcast or make any matter with which the company may be concerned, unless you have obtained permission from the company.

You uphold the highest standards of personal conduct and integrity and comply with Company's code of conduct, policies and procedures, forming part of Company Policy. Any violation of these or any other provisions of the Company Policy can result in disciplinary action being initiated against you or termination of your employment with the Company. The Company Policy including the code of conduct is incorporated by reference into this Letter of Appointment and are subject to change, replacement or withdrawal at the sole discretion of the Company.


You will not work with any of the Company's competitors or related Education domain based company which has any product which is competing directly or indirectly with the Company currently and also any existing or other direct competitor which comes up in the future during your tenure with the Company in any capacity whatsoever. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

You will not own, manage, operate, control, participate in or be contacted in any manner with the ownership, control, management or operation as an individual or as partner, joint venture, director, shareholder of a company or entity, of any business which directly competes with the present business of the company or such other business activity in which the company may substantially engage during the term of the services. You must not directly or indirectly either during the employment, solicit, or try to entice away from the company any person or business at any time in 12 months before the separation that you may have dealt with or was a potential client of the company. During the course of your employment here with us, you will frequently have access to certain vital business information, trade secrets proprietary information, customer related information that are confidential in nature. It is expressly understood and clear that you shall not divulge or part with any such information to anyone other than those dealing with such matters in the company nor will you reveal it to anyone even after your leaving the services of the company.

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You shall, at all times during the course of your employment with the Company (and even after the termination of this Letter of Appointment with respect to the terms contained herein) indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of any unauthorised disclosure or use of the Confidential Information by you or any person related to you who may have access to such Confidential Information through you. The restrictions contained in this Clause shall survive the termination of this Letter of Appointment without limit in point of time.

9. Dispute Resolution

In case of any dispute or difference in respect of interpretation of the terms and conditions of this agreement, both the parties shall resolve the same amicably through discussions by the duly appointed representatives. However, any dispute having not resolved shall be referred to the sole arbitration by a person duly nominated by the company as an arbitrator, whose decision shall be final and binding both the parties. The arbitration should be at Delhi and proceedings shall be in English.

10. Governing Law and Jurisdiction

The agreement is governed by and shall be constructed in accordance with the laws of India. With regard to any claim or matter arising under the Employment Agreement, the courts of Delhi will have exclusive jurisdiction to decide such claim or matter.

11. Amendments


The Company reserves all rights to change any rules, regulations as it deems fit from time to time and you will be governed by the rules which are in force and as may be added, amended or introduced.

We take pleasure in welcoming you to our Company and hope you will find individual and professional satisfaction in your association with us.

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If you find that the terms are favorable, please indicate your acceptance within seven (7) days from the date of this letter. This offer will automatically lapse and can no longer be accepted if we do not hear from you by the stipulated date.

Sincerely,

For YOUNG MINDZ EDTECH ADVISORY LLP

Dr. Tanvi Gupta

Founder & CEO

I hereby accept the position and terms and conditions of employment offered.


Ms. Disha

Date :

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ANNEXURE

Name : Ms. Disha
Location : WFH

Position : Trainer
Department : Operations


Compensation to be calculated on Per Session basis.

For FY 2022-23:

Upto 1 student : Rs 225 per session
Upto 2 students : Rs 300 per session
Upto 3 students : Rs 400 per session
>3 students : Rs 500 per session

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