



Invitation Letter

Name: Vishal Ganesh Adhav
Date: Tuesday, July 26, 2022

Dear **Vishal Ganesh Adhav**,

We are glad to inform you that you are being invited to undergo a short-term fixed traineeship under the **Applicant Training Program (ATP)** in our organization.

This training program would be in two stages. Stage 1 will be a **classroom training (CRT) of 2 weeks** which will be **conducted virtually over zoom (work from home)**. Stage 2, will be an **On-the-Job Training (OJT) of 4 weeks** which will be virtual (work from home). Furthermore, only on successful clearing the assessments and minimum requirements of the **CRT stage**, you will be moved to the **OJT stage**.

Please note that this invitation does not guarantee you permanent employment at BYJU'S. This Agreement will automatically expire upon the completion of the term of the training program, unless terminated earlier as per the provisions of Clause 13 of this Agreement. However, this period can be cut short or extended based on the individual's performance and at the discretion of the management. For example, if you do not clear the CRT (classroom training stage) based on assessments that you go through, your traineeship will be terminated after two weeks and you will be paid a prorated amount for those two weeks. The decision of the Company in this matter shall be final.

1. Training Program Details:

Training Role:	Applicant Trainee - Sales
Trainer:	Rahul Raj (TNL201605108)
Reporting Time:	9:30 AM
Classroom Training Location:	Byjus Pune - 4th floor, Pentagon 5, Magarpatta City Township Hadapsar, Pune - 411028
OJT Training Location:	WFH / Byjus - Pune
Role Location:	Pune

2. Date of Enrollment: Your enrollment becomes effective from the date of joining the Applicant Trainee Program, which date shall be no later than **Tuesday, August 2, 2022**.

3. Term: The term of this training program would be for a period of 2+4 weeks, commencing from your date of enrollment. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 13 of this Agreement. However, this period can be cut short or extended based on the individual's performance and at the discretion of the management. The decision of the Company in this matter shall be final.

4. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over and above the 6 weeks) as mentioned in Clause 3. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company in this matter shall be final.

5. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-enrollment screening activities (including background verification and criminal history check).

6. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer to you any position/ employment with the company on the expiry of this fixed-term traineeship Agreement. Any offer of employment, after completion of the 6-week training program, will be subject to satisfactory performance during training, qualification of all criteria - as determined by the central management from time to time - and the needs of the company from time to time. The offer is also subject to the production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company.

7. Stipend: Your stipend for the entire duration of the training program of 6 weeks is INR 33750 (Stipend).

Payment Processing

The stipend shall be paid monthly on a pro-rata basis as per the number of days worked in the previous month.

Performance pay (incentives)

You will also be eligible for a performance pay of up to 10% of the total sales (confirmed revenue). In case of partial completion of the training program, the compensation would be adjusted on a pro-rata basis till the date of disqualification or the date of voluntary dropout. The above is subject to audit and any wrong/inappropriate/fake sale revenue will be removed from the calculations and will be excluded from confirmed revenue.

8. Deductions: The Company shall be entitled to deduct from the above stipend payable to you calculated on monthly basis, the following contractual, statutory, and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted taxes
- (c) Dues to Company including loans at source at the rates applicable; or
- (d) Any other applicable statutory deductions
- (e) PF administrative charges and EDLI charges as per rules (i.e. at present 1% admin charges, equal to INR 150/- per month towards Employee PF deduction of INR 1800/- per month), will be included in above mentioned stipend.

The income tax liability with regards to your income and perks will be your liability and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned stipend, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable for you will be shared post your joining the training program.

10. Company Policies: You will be governed by the Company's policies, regulations, and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under the 'Policies' tab in your 'Service Platform Account' and/or the 'Applicant Training Program Handout' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. If you join the program from the 1st to the 15th of a month, you are entitled to get the leave credit for that month. If you join the program between the 16th to the end of the month, you are not entitled to the leave credit for that month. You will not be eligible for any other paid leaves during the Applicant Training Program.

12. Absence from duty: During the training program, if you take off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated as loss of pay days. You are expected to report to your department head on rejoining the duty after an absence and provide valid reasons for absence in writing before taking up training again. If you are absent from duty for more than 2* days (including paid and unpaid leaves/consecutive or cumulative), training will be discontinued due to automatic disqualification.

*(*In case, where this agreement is extended, as per Clause 4 of this agreement, needs to be read as 3 days, with no change to terms and conditions of Clause 11.)*

13. Termination: Subject to Clause 3, your services may be terminated in the following manner:

a) The Company will be entitled to disqualify your participation in the training program by giving you 48 hours' notice in writing, or by payment of 48 hours' stipend in lieu of such notice with or without cause. In the event you desire to opt-out of the training program, you will be required to give the Company 48 hours' notice in writing or 48 hours' stipend in lieu of such notice.

b) In the event of disqualification on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, criminal offenses - alleged or guilty, or a material violation of Company policies or you are found to be absconding from the training program or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your disqualification will be immediate and without any notice or compensation.

c) In the event of your exit from the Training Program, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the corresponding stipend amount in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be a part of the training program of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your association with the Company.

d) Trainee Certificate will be provided only on completion of the training period. If the resignation is initiated by you or you have been relieved as part of the Absenteeism policy, for violating the company policies, or for disciplinary issues during the training, you will not receive the certificate.

14. Confidential Information: During the training program, you may come into possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your traineeship in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents, and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in the company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material, and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free rights in such intellectual property in perpetuity to the Company. You shall not assert any right, title, or interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention, and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your traineeship with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to a breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material, and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your training program, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit a breach of the terms of your traineeship or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your traineeship forthwith without notice or payment in lieu of notice and deduct from your stipend or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. During the course of your training, if you, at any time render yourself in inappropriate behavior/ conversation with the customer, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to initiate any disciplinary action including, but not limited to warning, suspension or disqualification your candidature forthwith without notice or payment in lieu of notice and deduct from your stipend or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

f. You will keep the Company informed of any change in your residential address, your family status, or any other personal particulars relevant to your traineeship, as and when the change occurs.

g. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the applicant training program by the Company. Your traineeship with the Company shall be contingent upon you executing the said agreement.

h. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

i. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

j. This letter constitutes the complete understanding between you and the Company regarding the terms of your association with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your association. Any modification of this letter will be effective only if it is in writing, signed by both parties.

k. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka

The terms of your training contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining the training program at the earliest. We are certain that as a participant of the training program, you will find challenge, satisfaction, and opportunity in your association with the Company.

You are requested to carry the below-mentioned documents on your joining date

1. Graduation Document
2. Pan Card
3. Aadhaar Card
4. Cancelled Cheque/Bank Statement/Bank Passbook
5. Passport Size Photograph

Details of the training program

The training program has two Stages:

Stage1 : Classroom Training Program (CRT)

Duration : 2 Weeks.

Location : Virtual

Post completion of 2 weeks, you will be assessed on various parameters. Only qualifying training participants will be moved to Stage 2 (OJT stage) of the program.

Stage 2 : 'On-the-job' Training (OJT)

Duration : 4 Weeks.

Location : Virtual

Post completion of 4 weeks, the training participants will be assessed on various parameters captured during 4 weeks. Only qualifying training participants will become eligible to be offered a role of BDA (Subject to approval from management). There will be additional performance incentives that will be applicable during the training program.

Please note that this invitation does not guarantee you a permanent employment at BYJU'S. The management reserves the sole right to take the decision.

Yours sincerely,

I have read and understood all the terms and conditions of the Applicant Training Program

Think & Learn Pvt. Ltd.

Accept Job Offer by signing below

Human Resource

Signature:

This is system generated offer letter and does not require an authorized signature.

Annexure

Business Development Associate - Inside Sales (BDA) Profile Details

Upon satisfying the conditions mentioned above, the offer for the role of BDA will be extended with a compensation of INR 8 LPA (5LPA fixed + 3LPA variable) for the role of BDA - Inside Sales.

Your work location after being offered the role of Business Development Associate (post successful clearance of the training program) would be Pune, or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

If the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to rescind your offer in case the offer has been made or terminate employment if you have joined as an employee.