

From,
DASKALOS VIRTUAL ACADEMY PVT. LTD.
No. 106, SAI BRUNDAVANA LAYOUT,
S.BINGIPURA EAST, BANGALORE – 560003

02/08/2021

To,
Ms. LISMA MYSON
Thekkuden House, Karuvannur P O, Thrissur
Sub: Job Offer Letter for ANDROID DEVELOPER

With reference to your application and subsequent interview you had with us, we are pleased to offer you the post of **Android Developer** in our organization. Salary & Allowance Details pertaining to your employment would be as below;

Particulars	Yearly Value (INR)
Basic Salary	97,200
House Rent Allowance	22,800
Total Fixed	1,20,000
Grand Total	1,20,000

Salary

Your annual CTC would be Rs.1,20,000 inclusive of variable incentives, applicable tax, statutory deduction and allowances. Apart from this your accommodation expense will be paid by the organisation monthly.

Date of Joining will be 04/08/2021.

Probation/Confirmation:

You will be on Probation period for the first three months. Based on your performance your services will be confirmed with the company in written after three months. . If your services are found satisfactory during the probation period, you will be confirmed in the present position.

Transfer & Posting:

Even though your first posting will be at Koratty, during the course of the service, you shall be liable to be posted/ transferred anywhere to serve any of the Company's office/projects or any other establishment in India, at the sole discretion of the Management. On such transfer especially out of state, employee's salary will be modified as per the norms of the organization.

Leave

You will be eligible to the benefits of the Company's leave policies on your probation/ Confirmation in the Company's Service.

Absence for a continuous period of Six days without prior approval of your superior, (including overstay on leave / training) would result in you losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

Casual leave will not be allowed to the employees if they are unable to work when a lockdown is declared in exceptional circumstances.

Resignation/Separation:

Your services are liable to be terminated on **one month's notice** on either side. The company can also terminate your employment without providing any reasons what-so-ever. If you will not complete the notice period mentioned above, the company will adjust non- completed days salary from your final settlements. If your services are found satisfactory during the probation period, you will be confirmed in the present position.

During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.

ANNEXURE 1

PRIVATE INFORMATION

The employee agrees with Daskalos Virtual Academy Pvt.Ltd that:

the work for which I am employed is and will be of a private nature, and in connection with the performance of my services on behalf of Daskalos Virtual Academy , its subsidiaries and affiliates (together with their predecessors and successors, the Company), the Company may make available to me information of a private nature as to the Company and the Company clients and prospective clients business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties (Private Information). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to

maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

The employee further agrees that:

- I. I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my employment by the Company, other than for the Company use;
- II. I will not during the period of employment by the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my employment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an employee of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled; which the Company is not entitled;
- IV. Upon termination of my employment with the Company, I will return to the Company all materials and information that constitutes Private Information and any copies thereof and certify to the Company that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company.
- V. I agree to abide by the ISMS policies and procedures as published by the organization from time to time. Further, I agree to abide by the Daskalos Virtual Academy Pvt.Ltd Code of Business Ethics, to the extent applicable under the law, in all my actions and dealings in the Daskalos Virtual Academy Pvt.Ltd.

ANNEXURE 2

COVENANT

a) The employee agrees that:

I will not (1) for a period of one year after the termination of this agreement, directly or indirectly solicit to provide or provide any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Company and for whom I provide any service as an employee of the Company during the five years prior to my leaving, (2) for a period of eighteen months after the termination of this agreement directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any firm or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company relationship with its employees; or (3) upon the termination of my employment remove, retain, copy, or utilize any confidential, privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, data, files, client lists or materials, or other data, publications or materials. The non-compete

provisions of this paragraph will not apply to a client of the Company or any predecessor of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company. If the Company requests me to terminate my relationship with the Company, the non-compete provisions of this paragraph will not apply to me with respect to those clients of the Company, if any, as to which the Company and I reach mutual agreement.

(b) The employee and the Company acknowledge and agree that the duration and geographic scope of the covenants contained in paragraph (a) are fair and reasonable. Accordingly, the employee and the Company agree that, in the event that any of the covenants contained in paragraph (a) are nevertheless determined by a court or arbitration body to be unenforceable because of the duration or geographic scope thereof, the arbitration body or court making such determination may reduce such duration and/or scope to the extent necessary to enable such arbitration body or court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

ANNEXURE 3

INTELLECTUAL PROPERTY

Following is a statement of the Company's policy with respect to intellectual property:

Except as otherwise may be agreed by the Company in writing, in consideration of the employment of the employee by the Company, and free of any additional obligations of the Company to make additional payment to the employee, the employee agrees to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements or other intellectual property, whether or not protectible by any national or state laws relating to the protection of intellectual property, relating to the present or future business of the Company that are developed by the employee prior to the termination of his/her employment with the Company, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of his/her duties of employment. The employee agrees that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. The employee hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the employee own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company actual or demonstrably anticipated research or development or (b) the invention results from any work performed by

the employee for the Company. The employee agrees that all services performed by the employee for the Company shall be the original work of the employee and shall not incorporate any third party materials or work in which the employee or any third party asserts an ownership interest without the express written consent of the Company.

KNOWLEDGE-SHARING UNDERTAKING & ACKNOWLEDGEMENT

In connection with my continued employment relationship with Daskalos Virtual Academy Pvt.Ltd (the company),the granting to me by the company of access to the Daskalos Virtual Academy Pvt.Ltd knowledge bases, and the participation by the firm in the Daskalos Virtual Academy Pvt.Ltd knowledge sharing process, I acknowledge, undertake and agree as follows:

1. I have been provided with, and have read and understand the Company's policies, including Daskalos Virtual Academy Pvt.Ltd Code of Business Ethics & Compliance in relation to knowledge sharing, intellectual capital, copyright and maintenance of knowledge bases.
2. I agree to act in accordance with all of the provisions of the policies mentioned in point 1, and to safeguard all of the knowledge and information I receive in the course of my relationship with the company, whether it is the property of Daskalos Virtual Academy Pvt.Ltd, a client, or some other entity which makes such knowledge or information available.
3. I will not use any knowledge, trade secrets or other information that is treated confidentially by the company or its clients including, but without limitation to, information on the company Knowledge bases- except in the proper course of my duties or as otherwise permitted by the company. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means.
4. Without limiting the previous clause I undertake that I will not, nor will I attempt to:
 - a) remove or take any such Confidential Information; or
 - b) disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company; or
 - c) gain personal advantage from trading in or on the basis of Confidential Information; or
 - d) cause or procure any other person to deal in the securities of any company on the basis of Confidential Information
 - e) Obtain nor claim any ownership interest in any knowledge or information obtained from Daskalos Virtual Academy Pvt.Ltd and its knowledge Bases.

either during the course of or after the termination of my relationship with the company, I recognize that I cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my relationship with the company.

5. I acknowledge that Daskalos Virtual Academy Pvt.Ltd can share my personal information available with Daskalos Virtual Academy Pvt.Ltd with any third party, including but not limited to background verification agencies and payroll processing agencies. Further, Daskalos Virtual Academy Pvt.Ltd can share my profile with its clients in relation to any staff augmentation process. I hereby give my consent to Daskalos Virtual Academy Pvt.Ltd to share my personal information with such third parties. Further, I give my consent to Daskalos Virtual Academy Pvt.Ltd to share my personal information (including my salary details, skill sets, educational qualifications, past employment details) with other Daskalos Virtual Academy Pvt.Ltd entities for various administrative purposes, which includes Daskalos Virtual Academy Pvt.Ltd sharing and uploading my resume in the Daskalos Virtual Academy Pvt.Ltd Global Staffing tool.
6. Subject to Clause 7 below, I agree that any dispute arising out of this undertaking & acknowledgment ('Acknowledgment') will be submitted to voluntary mediation as provided in the Schedule
7. Notwithstanding the provisions of Clause 5, I agree that damages or an account of profits may be inadequate compensation for breach of this Acknowledgment and the company may seek an injunction or similar remedy to restrain any conduct or threatened conduct which is or may be a breach of this Acknowledgment.
8. This Acknowledgment is governed by the laws of India. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Acknowledgment.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS

For Daskalos Virtual Academy Pvt. Ltd.

This is a computer generated document. No signature is required.

Authorized Signatory

Accepted the above terms & conditions of Offer Letter

I will be joining duty on _____

Name: _____ Signature: _____ Date: _____ Place:
