

Branch Office: Bengaluru
Climber Knowledge and Careers Pvt. Ltd,
Third Floor, Classic Arena Hosur Rd,
AECS Layout- A Block, Singasandra,
Bengaluru, Karnataka- 560068
CIN: U93000MH2016PTC273870

support@mycaptain.in
1800 121 676767



Dear M.Durga,

Subject : Appointment in the position of Business Development Executive

With reference to your application and subsequent interview you had with us, we are pleased to confirm your appointment for the above said position in Climber Knowledge and Careers Pvt. Ltd. subject to the following terms and conditions. You will be based out of **Bangalore**.

AGREEMENT CUM APPOINTMENT LETTER

THIS AGREEMENT is made on 19th April 2021 between Climber Knowledge and Careers Pvt Ltd, a company registered under the Companies Act, 2013 (hereinafter called the “company”) of the one part and M.Durga (Hereinafter called the “Employee”) of the other part. WHEREAS The company is desirous of appointing M.Durga as its Business Development Executive and the Employee has agreed to the terms and conditions outlined here below.

NOW THIS AGREEMENT WITNESSES as follows:

- Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective department as detailed in Annexure-1.
- The Employee shall perform such duties and exercise such powers, that may from time to time be assigned to or vested in him by the company.
- The Employee shall, unless prevented by ill health or any unavoidable cause, during the continuance of the term of his office devote his whole time, attention and abilities to the business of the company.
- The Employee shall obey the orders from time to time of the Board of Directors of the company and in all respects conform to and comply with the directions given and regulations made by the Board. He shall well and faithfully serve the company to the best of his abilities and shall make his utmost endeavours to promote the interests of the company.

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- The company may terminate this agreement at any time before the expiry of the stipulated term by giving one month's notice in writing to him. The company can terminate your contract any time if you-
 - Commit any material or persistent breach of any of the provisions contained.
 - Be guilty of any default, misconduct or neglect in the discharge of your duties affecting the business of the company.

7.WORKING HOURS:

Your standard working hours will be 11:30 AM to 8:30 PM, Monday through Saturday. In view of your position in the Company, you shall effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires. Additionally, as mentioned in your interview process, the Company may implement staggered work shifts, from time to time. In such an event, you shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

8.DATE OF JOINING:

As per our discussion you will report to the Company on **the joining date will be shortly communicated by the company as an Business Development Executive - Trainee**

9.TRAINING PERIOD:

You shall be on Training Period for 3 months, from the date of joining the Company. The company reserves the right to terminate the tenure of the job upon performance or behavioural grounds.

During the training/probationary period for matters related to discipline or performance, the Company reserves the right to take action in accordance with the policy of the company. The salary during the months of probation will solely be dependent on performance. Upon hitting your targets you shall be receiving a stipend of up-to **Rs 18,000 plus incentives**.

10.LEAVE:

You will be entitled to a total leave of **12 sick leaves** in a year where not more than one day of leave can be redeemed per month and **12 paid leaves** in a year which can be redeemed based on your performance

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and time period with the company. All **National Holidays** will be holidays for all employees. The Company reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

11.NOTICE PERIOD and TERMINATION:

- During the Training/Probation Period the Company reserves the right to terminate your employment and *may* give you compensation equivalent to one month's salary which is based on annual fixed compensation, in lieu of the notice period.
- In case the termination is initiated by you for pre-closure of contract, you shall serve a notice period of 3 months. Serve for a period of 1 month without pay, also compensate the company equivalent to the last drawn three month's salary which is based on annual fixed compensation, in lieu of breaking the service bond contract.
- After confirmation of your service at the Company, the contract of employment is terminable by the Company. If the termination is initiated by you, The Company reserves the right to recover from you, an amount equivalent to three month's salary which is based on annual fixed compensation, in lieu of breaking the service bond contract, subject to the release date being approved by the Company.
- If termination is initiated by you, it shall be treated as breach of contract and the Company may, at its discretion, relieve you from a date it may deem fit. The Company will agree to the release date in lieu of notice period. During the notice period, however, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorised to withhold/forfeit your dues and recover from you a penalty up-to the equivalent of 3 month's salary. The company also reserves the right to legally prosecute the employee in the case of breach of contract.
- The Company may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or

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- breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business
- The Company also expects that you voluntarily disclose details of any of the above acts to the Company at the time of joining or during your employment with the Company, as applicable, based on which the Company may terminate/suspend your services at its discretion at any time immediately upon written notice to you.

12.BASKET OF ALLOWANCES(BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance and Telephonic Allowance.

You have the flexibility of changing the amounts under each of the above-mentioned heads, within your BOA, according to your preferences and income tax plan.

13.NON-DISCLOSURE AGREEMENT

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company, all of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

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15. NON COMPETE AND NON SOLICITATION

The Employee undertakes, agrees and covenants with the Company that for a period of 18 (nine) months from the termination/ expiry of this contract, as the case may be ("Non-Compete Period"), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of the Company. The Employee acknowledges and deems the terms and conditions of this contract, including the remuneration given hereunder, to be adequate consideration for giving the undertakings contained in this Clause. The Employee is not allowed to sit for the interview/ selection process at any other firm/company/organisation during the bond period.

16.EARNINGS

During Internship which spans for a period of 3 months, mentioned in clause 9. month will be paid with monthly and quarterly incentives (Please note – In case during the internship period the candidate decides to quit, our organization will not be liable to pay the above-mentioned stipend to the candidate and it is mandatory for each of the recruited candidate to complete his / her internship duration to be eligible to qualify for permanent placement and confirmation of internship completion documents .)

Post completion of Internship and based on individual performances, the intern will be inducted into the company as a permanent employee and the CTC will be revised to Business Development Executive **G3** (refer Annexure).

Basis the performance of the employee for the next three months, they will be promoted to one of the three grades which are mentioned below in annexure.

- Business Development Executive G 1: Gets a salary of INR 4 - 4.5 Lakhs PA.
- Business Development Executive G 2: Gets a salary of INR 3.6 - 4 Lakhs PA.
- Business Development Executive G 3: Gets a salary of INR 3.2- 3.6 Lakhs PA.

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We hope you have a great learning experience with us and grow in the process of this role.

Thank you.

Anush Ramachandran
Operations Manager
Climber Knowledge and Careers Pvt Ltd

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed:

Date:

Name:

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Annexure 1

Operations Executive G3		
Components	Per month (INR)	Annual (INR)
Base Salary	16,000	1,92,000
House Rent Allowance (HRA)	5,000	60,000
Other allowance including flexible components	1,000	12,000
Performance based Incentive (Variable)	up-to 8,000	up-to 96,000
Fixed compensation (In Hand)	22,000	2,64,000
Cost to Company (CTC)		3,60,000

Operations Executive G2		
Components	Per month (INR)	Annual (INR)
Base Salary	19,440	2,33,280
House Rent Allowance (HRA)	6,210	74,520
Other allowance including flexible components	1,350	16,200
Performance based Incentive (Variable)	up-to 6,333	up-to 76,000
Fixed compensation (In Hand)	27,000	3,24,000
Cost to Company (CTC)		4,00,000

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Operations Executive G1		
Components	Per month (INR)	Annual (INR)
Base Salary	22,600	2,59,200
House Rent Allowance (HRA)	6,900	82,800
Other allowance including flexible components	2,500	18,000
Performance based Incentive (Variable)	up-to 7,500	up-to 90,000
Fixed compensation (In Hand)	32,000	3,84,000
Cost to Company (CTC)		4.50,000