

15-May-2024

Ramsha Riyaz,
Bengaluru

Dear Ramsha,

With reference to the discussion we had, we are pleased to appoint you to the position of **Business Development - Executive** with Zell Education Private Limited (hereinafter referred to as 'Zell') on the following terms and conditions:

1. COMMENCEMENT:

Your appointment will be with effect from your date of joining, which is not later than **22-May-2024**. (Hereinafter referred to as 'date of joining' or 'DOJ').

2. DESIGNATION:

You will be designated as **Business Development - Executive**.

3. PLACE OF POSTING:

3.1. Your place of posting shall be at **Bengaluru**. You may however be required to work at any other place of business which Zell has or may later acquire. Zell may, in its absolute discretion and after giving you a reasonable notice of **One month**, transfer or assign your service to any place of business of Zell that may be presently operating, or which may subsequently be acquired or established, in any part of India or abroad.

3.2. Zell may, in its absolute discretion, also depute you to work, or assign your services to any associate company, sister company, subsidiary or any other company / concern / firm / organization with whom Zell may make such arrangement or Agreement.

3.3. Zell may, in its absolute discretion, require you to make such tours within India or abroad as may be necessary.

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4. SALARY, PERQUISITES, BENEFITS & INCENTIVES:

4.1. Your salary, perquisites and benefits will be as set out in the Compensation Structure hereunder written. It is clarified that the said Compensation Structure shall constitute an integral of the operative portion of this Appointment Letter as if the same are reproduced herein verbatim.

4.2. In addition to the above, you may be entitled to receive performance linked incentive / bonus if applicable only. Such performance linked incentive / bonus, shall be at the sole discretion of Zell and you shall not be entitled to dispute the same.

5. LEAVE:

5.1. You are entitled to a paid leave of 24 days leave per annum. It is clarified that you shall not be entitled to avail any leaves, except medical leaves as per Clause 5.2 herein below, during your Notice Period. Your leaves will be calculated on pro rata basis of DOJ.

5.2. You are also entitled to 2 working days of paid medical leave per annum. Your request for medical leave should be duly supported with a medical certificate signed by a medical practitioner.

5.3. However, during probation, leave is limited to 1 per month only. Clause 5.1,5.2 shall be applicable post probation period

5.4. If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily exited from your appointment without giving any notice unless you:

5.5. Return to work within 3 days of the commencement of such absence, and

5.6. Give an explanation to the satisfaction of the Management regarding such absence.

5.7. Zell shall notify a list of declared holidays in the beginning of each year. For the purpose of this sub-clause, the year shall be from January 1 until December 31. You undertake to not dispute the list.

5.8. For more details check Zell's Leave Policy Manual.

6. WORKING DAYS:

6.1. You shall be working for 5 days each week. You will be required to work for such hours as are necessary for the proper discharge of your duties to Zell, which shall be no less than 9 hours in a day and if necessary for additional hours depending on your responsibilities. Your weekly off days will be flexible as per the demand of your role and as decided by your reporting manager.

6.2. For specific departments like Business Development and Customer Success, there is a monthly roster followed to understanding the Weekly Offs. Also, there could be only One Weekly Off followed during their training period of 15 days depending on the progress of the training

7. TRAINING, PROBATION & CONFIRMATION:

7.1. For the first 15 days of your employment with Zell Education, you will be in the Training Period which is crucial for determining the first level of performance /trainability for the role of the individual. Post successful completion of the training period the next 15-30 days (depending on the product assigned), you will be evaluated on the basis of Target Achieved over and above the Training Evaluation Parameters set by the company. Failure to meet the set Evaluation Criteria's may lead to appropriate action by the management.

7.2. You will be on probation for a period of six months from the date of joining. This is inclusive of the training period mentioned

7.3. At the end of the probation period, Zell may communicate to you in writing about the confirmation of your services, if your overall performance is found satisfactory. It is clarified that you shall continue to be on probation till the time you are communicated in writing about the confirmation of your services. It is further clarified that your probation period may be extended by a maximum period of 6 months, i.e. till 1 year from the date of joining. Your services shall deem to be terminated after a maximum of 12 months of probation.

7.4. If you choose to leave the organization during the training period or before training evaluation or within 15 days of joining, Zell shall not be liable to pay salary for those days from the date of joining.

8. RETURN AND CARE OF COMPANY ASSETS:

8.1. You will take proper care of all company assets including but not limited to, Sim Card and any other equipment that you are entrusted with during your appointment. Upon termination, you will return all Zell's assets in proper working condition. In case of loss or damage to any equipment due to your negligence, you shall be held financially responsible and such amounts as Zell deems fit shall be deducted from your salary and failure to return any equipment will be considered theft and may also lead to criminal prosecution by Zell.

9. TRAVEL:

9.1. All expenses incurred on outstation travel (Outside Bengaluru), stay and other expenses incident thereto while rendering services on behalf of Zell during the subsistence of your appointment shall be paid by Zell. If any such expenses are paid in the first instance by you, then Zell shall reimburse you on presentation of appropriate receipts for any such expenses. Refer to 'Zell's official Expense Reimbursement Policy' for in depth details.

10. RESTRICTIVE COVENANT:

10.1. During your employment with Zell, you shall devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or

pursue any course of study whatsoever, without the prior written permission of Zell. You will not disclose any information regarding the affairs of Zell which may come to your knowledge during the period of your service.

11. NON-CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT:

11.1. You shall not, during the employment with Zell, except with the written permission of Zell, undertake any other work for remuneration whatsoever or work which would constitute a conflict of interest with the business of Zell or adversely affect your professional image and integrity as an employee of Zell during your service with Zell. You shall neither hold yourself out nor allow yourself to be held out in any way as having any other position or designation other than the one given to you by Zell.

12. NON-SOLICITATION:

12.1. For the purposes of this clause:

- i. "Restricted Period" means the period of six months commencing with the date on which your employment with Zell terminates, or in the event that you are placed on leave during the notice period, it shall commence on the date on which your leave begins
- ii. "Customer" or "Client" means any person, firm, company or organization who or which: is or was a customer of, or a student of, or a parent or relative of a student of, or a school affiliated or associated in any manner with, or an investor with, or an exclusive supplier of services to, Zell; or at the date of the termination of your employment was negotiating with, or inquiring with, or contemplating doing business with, Zell and, in each case was a Customer with whom you had personal dealings, responsibility or material knowledge of within the period of 6 months immediately preceding the termination of your employment and was not, at the date of your subsequent employment by another firm, company or organization, already a customer, investor or supplier of such firm, company or organization in the same service as in its dealing with Zell. "Relevant Employee" means any employee of Zell with whom you had worked closely as a team, or in the same branch, within the 6 months prior to the termination of your employment.
- iii. During the period employment and for the Restricted Period, you agreed and undertake to not, without the written permission, of Zell:
- iv. Solicit or canvass for, or facilitate the soliciting or canvassing of, the business or services from any of Zell's Customer
- v. Take action that results in, or is likely to result in, damage or disruption to the business relations between any Customer and Zell, or either on your own behalf or on behalf of any other person, firm or company; solicit or take away from Zell any other Relevant Employee of Zell for the purpose of being employed in any other person's business which competes with that the business of Zell; or employ any Relevant Employee of Zell, in a capacity reporting directly to you in any such business.
- vi. The restrictions above shall apply irrespective of whether you shall act, directly or indirectly, on your behalf or for any other person, company or organization.

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- vii. You shall not, following the termination of your employment, represent yourself or hold yourself out as being in any way connected with Zell or the business thereof.
- viii. Your obligations under this Clause shall survive the termination of the Appointment Letter.
- ix. If any restriction contained in this clause is unenforceable for any reason, but would otherwise be enforceable if some of its wordings were deleted, it shall apply with such deletions as are necessary to make it enforceable.

13. INTELLECTUAL PROPERTY:

13.1. For the purposes of this clause, 'IPR' means and includes Intellectual Property Rights of all kinds including, in particular patents, inventions, discoveries, improvements, trademark (and associated goodwill) designs, design right, copyright (including copyright in computer software, course content and method, study material and notes, or any idea/concept visualized, artistic/creative/intellectual work/project, etc.) confidential information and know how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world. It is clarified that the definition of IPR is not exhaustive.

13.2. All IPR which you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be the sole property of Zell in perpetuity and you hereby waive any right, title or interest, if any, in the same in favour of Zell. It shall be your duty to promptly reduce to writing and to disclose to Zell all such IPR, which you may make or conceive.

13.3. You agree and undertake to, at all times, assist Zell in every proper manner to obtain the ownership or patent or to register the said IPR in any and all countries and to vest title thereto in Zell, its successors and assigns absolutely. You hereby agree and undertake to appoint Zell to act as your attorney for the purposes of securing the ownership of or patent of, or to register, the IPR. You also agree and undertake not to do anything, during or after your employment to affect the validity of any IPR, and in particular the you agree and undertake not to make any confidential disclosure of or any detail of IPR to any third person, before protection for the IPR has been granted to Zell or such disclosure has otherwise been authorized by Zell in writing.

13.4. Your obligations under this Clause shall survive the termination of the Appointment Letter.

14. CONFIDENTIAL INFORMATION:

14.1. For the purposes of this Appointment Letter, 'Confidential Information' means and includes information about Zell's business and that of its Customers which is not available to the general public and which may be learnt by you or created by you in the course of your employment. This includes, but is not limited to, information relating to the organisation, its list of Customers and other details thereof, employment policies, personnel, and information about Zell's products, processes, course content and methods, study material, including ideas, concepts, projections, technology, manuals, drawing, design, specifications, and all papers,


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resumes, records and other documents and electronic records containing such Confidential Information. It is clarified that the definition of Confidential Information is not exhaustive.

14.2. You must always maintain the highest degree to confidentiality and keep as confidential all course content, documents, records, data, physical property and Confidential Information, relating to Zell, which may be known to you or confided in you by any means and you will use such course content, documents, records, data, physical property and Confidential Information only for conducting Zell's courses and programs or as may be permitted by Zell. You agree and undertake not to share details about the course content, documents, records, data, physical property and Confidential Information with any person or organisation outside Zell and even within Zell, you will keep it on a 'need to know' basis.

14.3. You agree and undertake not to remove any course content, documents, records, data, physical property and Confidential Information without the written permission of Zell.

14.4. You agree and undertake to return all such course content, documents, records, data, physical property and Confidential Information immediately upon termination of your employment for any reason whatsoever. You shall not retain any such material or property or copies, compilations analysis thereof after such termination.

14.5. Your duty to safeguard and not to disclose Confidential Information will survive the termination of this Appointment Letter.

14.6. Breach of this Clause shall render you liable to any remedy Zell may have under law, including but not limited to the damages.

15. TERMINATION:

15.1. Zell reserves the right to terminate your appointment with or without providing reasons. During the probationary period. A 7-day written notice will be given in the event of termination. After confirmation, a 15-day written notice will be provided for termination, irrespective of the cause.

15.2. You have the option to terminate your employment with Zell by providing the necessary notice. During the probationary period, a 7-day written notice will be required, and after confirmation, a 15-day written notice will be essential. In case of shortfall in defined notice period days, the same will be adjusted in the Full and Final Settlement as per the Exit Policy.

15.3. Zell reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe that you are guilty of misconduct, negligence or disloyalty, or have committed any act or omission involving moral turpitude, or of indiscipline or inefficiency, or have committed any breach of terms of this Appointment Letter or caused any loss to Zell or for deliberate underperformance. You shall not be entitled to dispute such termination.

15.4. On the termination of your employment for whatever reason, you are obligated to return to Zell all property, documents, papers, both original and copies thereof, including any samples, literature, contracts, records, notes, drawings, lists, letters, blueprints, data and the like that might have come into your possession during the course of your employment with Zell and you will not retain any copies or extracts thereof.

15.5. This Appointment Letter will stand automatically terminated upon you completing 58 years of age.

16. TAXES:

16.1. You shall be fully liable for the payment of income tax to the Income Tax Authorities, including GST and other such statutory dues/taxes, on your total remuneration and the same shall be your personal responsibility. Zell shall deduct any statutory dues/taxes from amounts to be paid to you, as per applicable laws.

17. GENERAL:

17.1. You will be responsible for the safe-keeping of Zell's property and its return in good condition/order, which may be in your use/custody/care/charge. In the event of any loss of Zell property in your possession, Zell reserves the right to assess the loss and recover the same from you. Besides, Zell may take such other action as it deems appropriate to recover the damage.

17.2. You have agreed to be bound by the rules & regulations and policies of Zell made from time to time.

17.3. You shall not enter into any monetary dealings with employees, clients, students and customers of Zell.

17.4. You shall not use the name of Zell and its properties for your own purpose and benefit except when permitted to do so in writing by the Management.

17.5. Your appointment is subject to you giving true and correct data, otherwise your appointment shall be null and void or terminated.

17.6. You are liable to be transferred to any new or existing location of Zell or its client or as per requirement.

17.7. You agree and undertake to be bound by the terms and conditions of this Appointment Letter.

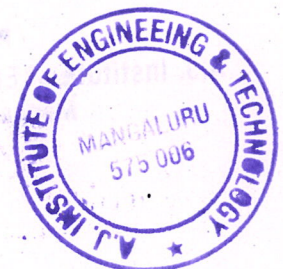
18. INDEMNITY:

18.1. You expressly agree and undertake to defend, indemnify and hold Zell harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions.

18.2. You agree that you will defend, at your own costs, and will indemnify and hold Zell harmless from and against any and all damages, demands, expenses, claims, liabilities, injuries, suits and proceeding asserted or brought against Zell on a claim that any IPR (as defined in Clause 13.1 hereinabove) developed or invented by you for Zell during the course of your employment constitute an infringement of any patent, copyright, trademark or any other intellectual property of another person.

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19. REMEDIES:

19.1. If at any time you violate any covenants set forth under this Appointment Letter, Zell shall have the right to terminate all of its obligations to make any further payments to you under this Appointment Letter hereinabove read with the Compensation Structure. You acknowledge that Zell would be irreparably injured by a violation of the terms of this Appointment and agree that Zell shall be entitled to an injunction restraining you from any actual or threatened breach of the terms under the Appointment Letter or to any other appropriate equitable remedy without any bond or other security being required.

20. AMENDMENT:

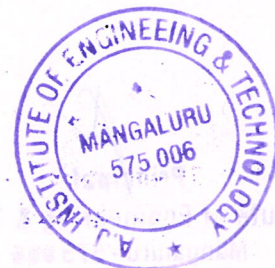
20.1. Zell reserves the right to make reasonable changes to any of the terms and conditions of your employment. Zell shall inform you of the changes by way of a general notice to all employees through employee communications. Any such change will take effect from the date stated in the communication. You undertake not to dispute such reasonable changes to the terms and conditions.

21. SEVERABILITY:

21.1. The invalidity of any portion of this Appointment Letter shall not affect the remaining portions of this Appointment Letter or any part thereof and this Appointment Letter shall be construed as if such invalid portion or portions had not been inserted therein.

22. NOTICES

22.1. Any notice or other communication of like nature that may be given by one party to the other shall always be in writing in English and shall be served by hand delivery duly acknowledged or sent by Registered Post with acknowledgment due or by email and by no other mode at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication shall be deemed to have been served when sent by Registered Post when the same is actually received by the addressee. There shall be deemed acceptance of the communication in case of refusal/evasion of service of the communication.



ADDRESS OF ZELL AND THE EMPLOYEE:

(ZELL ADDRESS OF ZELL): 602, Eco Space IT Park, Old Nagardas Road, Mogra Village, Natwar Nagar, Andheri (East), Mumbai 400069

(EMAIL ADDRESS ZELL)- hr@zelleducation.com

(Name of the Employee)- Ramsha Riyaz

(ADDRESS OF THE EMPLOYEE)- New KHB Colony, Habbuwada, Karwar, Uttara Kannada, Karnataka - 581306

(EMAIL ADDRESS OF THE EMPLOYEE) – ramshariyaz64@gmail.com

WARRANTY

22.2. You hereby represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment with Zell, or any of them, in accordance with the terms and conditions of this Appointment Letter.

23. DISPUTE RESOLUTION & GOVERNING LAW 1

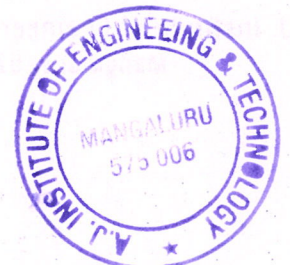
23.1. Any and all disputes arising from and under this Appointment Letter shall be referred to a Sole Arbitrator appointed by the Parties under the provisions of the Arbitration and Conciliation Act, 1996 including any statutory amendments thereof. The seat of Arbitration shall be at Mumbai and the proceedings shall be conducted in English language. Save and except as mentioned above, the Courts at Mumbai shall have exclusive jurisdiction to entertain the disputes arising under this Appointment Letter.

Terms and condition of your Appointment Letter are strictly confidential in nature and are not to be share with any other employees or outsiders. You agree that a violation of this clause will be considered as the breach of Appointment Letter.



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Salary Structure:

The Annual CTC of Rs. **3,21,768 (Rupees Three Lakh Twenty One Thousand Seven Hundred and Sixty Eight Only)** is structured as below on monthly basis.

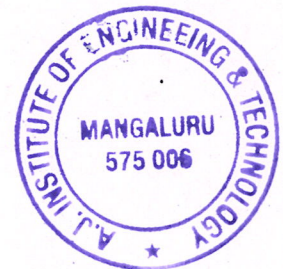
CTC Structure		
Particulars	Monthly (INR)	Annual (INR)
Basic Salary	13,407	1,60,884
House Rent Allowance	6,704	80,448
Statutory Bonus	3,000	36,000
Meal Coupon	1,000	12,000
Special Allowance	903	10,836
Gross Salary	25,014	3,00,168
Provident Fund (Employee)	1,800	21,600
PT	200	2,500
Net Salary	23,014	2,76,068
Provident Fund (Employer)	1,800	21,600
CTC	26,814	3,21,768

Note:

You are eligible for performance incentives as per company policy which is approximately Rs. 2,00,000 (Two Lakhs Only) for employees of the similar band and designation. (This is the average variable compensation earned by the existing team members in the past few quarters) The variable is paid on a monthly basis upon successful completion of your individual sales targets and as per the defined slabs in the company incentive policy. The payment is subject to your being active on the company rolls on the date of announcement of the Performance Pay as mentioned in the policy.

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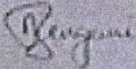
Additional Terms-

- A. Your salary shall be paid in the succeeding month of successful completion of service month via cheque / direct bank transfer.
- B. Statutory deductions, if any, will be made from your salary and other emoluments as per the prevailing law of the country. However, for your income tax, you shall be personally responsible for filing returns etc. Zell shall provide you the tax deductions certificate, if applicable at the end of each financial year.
- C. The Additional Terms listed hereinabove shall form an integral part of the Appointment Letter.
- D. A company laptop and the sim will be provided for official purposes on your joining day.

You will be eligible for the performance appraisal as per Appraisal Policy. It is clarified that your performance appraisal will be at the sole discretion of Zell.

Please sign the duplicate copy of this appointment letter as a token of your acceptance.
We look forward to your joining our team for a long, successful and pleasant assignment.

Thanking you,
Yours sincerely,

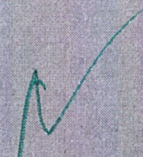


Anant Bengani
Director

I hereby accept the appointment on the terms and conditions mentioned in the above referred letter of appointment.

Signature: 

Date: 15-05-2024 Place: Bangalore


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