



EpowerX Learning Technologies Pvt. Ltd.
Techno Park No:10, 7th Floor, Old Mahabalipuram Road,
Thoraipakkam, Chennai, Tamil Nadu - 600097

Non-Disclosure Agreement

This Non-Disclosure Agreement (the “Agreement”) entered into on **August 30, 2022** by and between **Anila Joseph** here in after referred to as (“Employee”) which includes its successors and assigns and legal representatives and Epowerx Learning Technologies Pvt Ltd. a company incorporated under the Companies Act, 1956 and having its registered office address at Techno Park No:10, 7th Floor, Old Mahabalipuram Road, Thoraipakkam, Chennai, Tamil Nadu – 600097 hereinafter referred to as (“Skill-Lync”) which includes its successors and assigns and legal representatives.

The Employee and Skill-Lync shall thereafter individually be referred to as “Party” and collectively as “Parties”.

Whereas, Skill-Lync is an E-Learning platform. The Employee will be employed with Skill-Lync as a ‘**Associate – Offer Management**’ with effect from **August 30, 2022**.

Whereas, the Employee may in the course of his/her employment with Skill-Lync shall have access to sensitive, confidential data of Skill-Lync and shall also be required to disclose confidential, important and/or Skill-Lync’s business trade secret information concerning Skill-Lync’s business and activities.

Therefore, the parties hereto agree to enter into a confidential relationship with respect to the disclosure by each of them of certain information as follows:

1. Definitions: For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have Skill-Lync’s client/partner confidential data including business plan, business process, business trade secrets, commercial values offered to Skill-Lync’s clients/partners or other business information including prospective business of Skill-Lync or its subsidiaries or affiliates. It is the responsibility of the Disclosing Party/Employee to strictly restrain from disclosing Confidential Information to any third party or Receiving Party. For purposes of this Agreement, the term “the Disclosing Party” shall be the party that discloses Confidential Information to the Receiving Party.

For purposes of this Agreement, the term “the Receiving Party” shall be the party that receives Confidential Information from the Disclosing Party and shall include Skill-Lync’s competitors, the company he or she represents and all affiliates, subsidiaries and related companies of the Receiving Party.

For purposes of this Agreement, the term “Representative” shall include each party’s directors, officers, employees, agents, consultants, financial, legal and other advisors.

2. Exclusions: Confidential Information does not include information that the Receiving Party can demonstrate: (a) was in the Receiving Party’s possession prior to its being furnished to the Receiving Party under the terms of this Agreement, provided the source of that information was not known by the Receiving



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Party to be bound by a confidentiality agreement with or other obligation of confidentiality to the Disclosing Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known to the public; (c) is rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party or is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Confidentiality: The Receiving Party and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement and shall hold and maintain the Confidential Information in strictest confidence.

4. Permitted Disclosures: The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out the proposed transaction or relationship with the Disclosing Party and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound to protect the confidentiality of such Confidential Information.

5. Required Disclosures: The Receiving Party may disclose the Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that the Receiving Party provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. Use: The Receiving Party and its Representatives shall use the Confidential Information solely for the purpose of growth of Skill-Lync's business during the term of their employment only and not in any way use the Confidential Information to the detriment of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information.

7. No Objection: Holding of discussions or exchange of material or information with the Employee's manager or its team during the course of his/her employment for the purpose of developing Skill-Lync's business shall not be construed as prohibited, subject to such discussion is for consummation of the transaction discussed therein or for completion of the transaction for which the material or information was exchanged under this Agreement.

8. Irreparable Harm: The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the Disclosing Party shall deem appropriate.

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9. Consequential Damages: No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Employee agrees that he/she shall be liable to loss of profits, loss of business or indirect, consequential or punitive damages of Skill-Lync in the event the said Employee discloses any Confidential Information to any third party and such disclosure shall constitute a breach of this Agreement.

10. Survival: The Employee understands and acknowledges that he/she shall be bound by the terms of confidentiality as provided in paragraph 3 and the secrecy and non-use obligations under the terms of the Agreement in perpetuity

11. Successors and Assigns: This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the parties hereunder are not assignable.

12. Governing Jurisdiction: The jurisdiction for this agreement shall be governed by courts in Chennai, India.

13. Counterparts and Right: This Agreement may be signed in counterparts, which together shall constitute one agreement.

14. Entire Agreement: This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that either party may have under trade secret, copyright, patent or other laws. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and are not to be construed in interpreting the provisions hereof.

Accepted and Agreed to by:
Skill-Lync, Inc

Accepted and Agreed to by:
Anila Joseph

Varkey Mathew
Varkey Mathew (Aug 30, 2022 14:51 GMT+5.5)

ANILA JOSEPH
ANILA JOSEPH (Aug 30, 2022 23:35 GMT+5.5)

Title: Director – HR

Title: Associate – Offer Management

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OFFER PROPOSAL - CONFIDENTIAL

Dear **Anila Joseph**,

Congratulations!

We at Skill-Lync are pleased to extend an offer to you based on the following terms and conditions.

Designation: **Associate – Offer Management**
Date of Joining: **August 30, 2022**
Work Location: **Bangalore**
No. of Working days: **5 Days**
Shift: **10 AM – 8 PM – Domestic**
Probation Period: **3 Months from the date of joining**
Appraisal Eligibility: **FY 2022 -2023**
Notice period: **30 Days**

Remuneration:

Your Annual remuneration will be **INR 3,20,000** (Rupees **Three Lakhs and Twenty Thousand** Only).

Exit Policy:

All employees who have indicated their separation from the Company are required to serve a notice period of **30 Days**. The employees serving the notice period are expected to continue the work assigned by their managers unless instructed otherwise.

Notice Period/Buyout Option:

If you desire to resign from the Company you shall provide the Company with prior written notice of the above-mentioned period of such resignation or payment in lieu thereof.

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Medical Insurance:

Skill-Lync contributes to Group Medical Insurance of INR **2,00,000** along with accidental insurance of Rs.10,00,000/-.

The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

1. Provident Fund
2. Income Tax deducted at source (which will be governed by the taxation laws of the country)
3. Employment/Professional Taxes. Professional Tax will be deducted on a half-yearly basis to a maximum of Rs. 1,250/- for every six months [Sep & Mar]
4. Dues to the company including loans and advances if any
5. Any other applicable statutory deductions
6. ESI is not applicable if the monthly gross salary exceeds Rs. 21,000/-

You will be governed by and agree to abide by the company's General Terms & Conditions of Service and the provisions of the company's Code of Conduct, which will be mentioned in detail in the employment agreement issued after joining. Please submit the required documents mentioned in the Annexure below on the date of joining to the HR SPOC.

Your employment is subject to successful clearance of Background verification.

You are requested to join the services of the company no later than **August 30, 2022**, failing which you may consider the offer to be withdrawn.

We take this opportunity to thank you for your interest in our organization and look forward to welcoming you on board for a successful career with us.

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Annexure Documents Required

1. PAN Card
2. Aadhar Card
3. Address Proof - Soft Copy of the Passport / Driving License / Voter ID
4. Softcopies of Academic Qualification records – X & XII mark sheets, UG & PG
5. Previous Employment Proofs (Softcopies)- Appointment letter, Relieving or Acceptance of Resignation letter, Recent payslips – 3 months
6. One Passport size recent photograph - Soft copy

Please indicate your acceptance of the employment offer by e-signing this letter in the space provided below. This offer, if not accepted, will expire at the close of business on **August 31, 2022**.

Sincerely,

Received and accepted

Varkey Mathew

Varkey Mathew (Aug 30, 2022 14:51 GMT+5.5)

ANILA JOSEPH

ANILA JOSEPH (Aug 30, 2022 23:35 GMT+5.5)

Varkey Mathew

Anila Joseph











Offer Letter for Anila Joseph

Final Audit Report

2022-08-30

Created:	2022-08-30
By:	Talent Acquisition (talent@skill-lync.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUnt1jRI76_3Ffry94Dpg5cOKVR3NraC

"Offer Letter for Anila Joseph" History

-  Document created by Talent Acquisition (talent@skill-lync.com)
2022-08-30 - 8:54:20 AM GMT
-  Document emailed to varkey@skill-lync.com for signature
2022-08-30 - 8:57:15 AM GMT
-  Email viewed by varkey@skill-lync.com
2022-08-30 - 9:20:33 AM GMT
-  Signer varkey@skill-lync.com entered name at signing as Varkey Mathew
2022-08-30 - 9:21:28 AM GMT
-  Document e-signed by Varkey Mathew (varkey@skill-lync.com)
Signature Date: 2022-08-30 - 9:21:30 AM GMT - Time Source: server
-  Document emailed to anilajose016@gmail.com for signature
2022-08-30 - 9:21:32 AM GMT
-  Email viewed by anilajose016@gmail.com
2022-08-30 - 9:22:22 AM GMT
-  Signer anilajose016@gmail.com entered name at signing as ANILA JOSEPH
2022-08-30 - 6:05:51 PM GMT
-  Document e-signed by ANILA JOSEPH (anilajose016@gmail.com)
Signature Date: 2022-08-30 - 6:05:53 PM GMT - Time Source: server
-  Agreement completed.
2022-08-30 - 6:05:53 PM GMT