



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

Ref/KGS/HR/2024

EMPLOYMENT AGREEMENT

Employee Name: **AKRIST OJHA**

Employee Code: **KGS-A672**

Aadhaar Card No: **297072728998**

Address: **K-5 Extension Part-1, R P Memorial Sr. Sec. School,**

Mohan Garden, West Delhi, Delhi-110059

Date: **23-Sep-24**

Dear **AKRIST OJHA,**

We are pleased to offer you an employment with **KHAN GLOBAL STUDIES PVT LTD**, as **SME** based in **Noida** subject to the following terms & conditions:

1. Your employment is effective from 23-Sep-24 with submission of relevant documents specified in employee enrollment details and subject to the verification of records.
2. You will be based in **Noida**. However, the Company reserves the right to send you to any other location in India or abroad, at its sole discretion.
3. Compensation: Your annual CTC is as per Annexure 1 annexed here to. Your compensation is highly confidential and disclosure of the same may lead to disciplinary action including termination of employment.
4. Probation: You will be on probation for a period of three (3) months from the Date of Employment. You will be notified in formal and written communication in case company intends to increase your probation period.
5. Confirmation: You will be issued a letter to confirm your employment at the end of the probation period specified in Clause 4 of this Employment Agreement. In case the Company fails to issue a letter of confirmation within 30 (thirty) days from the end of the probation period, your employment shall be deemed to be confirmed. The terms and conditions of this Employment Agreement shall continue to be applicable on you.
6. Termination:
 - a. This Agreement may be terminated by you by giving a notice to the Company, in writing, of not less than fifteen (15) days during the probation period specified in Clause 4. Similarly, the Company can also terminate this Agreement by giving you a written notice of 07 days during the probation period specified in Clause 4 or basic salary in lieu thereof.
 - b. In case of termination of the Employment Agreement after the probation period, you shall mandatorily give a 30 days' notice to the Company, in writing. The notice shall be effective only upon the confirmation provided by the Company, in writing. The Company may at its discretion, waive the period of notice period, in lieu of, the CTC salary (barring variable component). The Company shall also have the right to terminate the Employment Agreement, after the probation period, by giving a written notice to you or salary in lieu thereof.
 - c. It is clarified that you have no right to waive the notice.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

- d. The Company at its sole discretion may permit you to seek relieving without serving the full notice period, subject to payment of complete amount for the shortfall in notice period by you, as provided in Annexure 1. It is agreed that the Company shall be entitled to withhold, set off, adjust and make a counter claim for
- e. amount payable by the Employee towards shortfall in notice period from his full and final settlement including terminal benefits.
- f. The Company shall be entitled to notify the prospective Employer and concerned HR consultants, in case of any proven misconduct, commission of offense, breach of code of conduct or failure to abide by the notice period as stipulated in this agreement.
- g. The Company may forthwith terminate this Employment Agreement by written notice with immediate effect:
 - i. In the event of breach of this Employment Agreement by you.
 - ii. In the event, you are accused of any offence, offence of moral turpitude, misconduct, willful negligence, data theft, attempt to contact customers of the Company for personal benefit, demand of illegal gratification and/or on commission of any act that is unbecoming of your position or if such or act/ omission brings disrespect to the Company and/or violates the company code of conduct or other policies of the company.
 - iii. In case of termination, under Clause 6(f)(i) and (ii), THE COMPANY SHALL HAVE THE RIGHT TO DENY PAYMENT OF ANY AMOUNT TO YOU, including without limitation, salary for the period of notice, severance amount, gratuity, etc. depending upon the reasons leading to the termination. The employee hereby agrees that the DECISION OF THE COMPANY in this regard **shall be final** and binding upon the employee.
- h. Immediately upon termination, the Employee shall deliver/ handover to Company's representative, all physical property which is owned by the Company or any property which incorporate any Intellectual Property or confidential information owned by the Company. The Employee shall cease, desist and refrain from using any tangible or intangible property including inter alia, vehicles, office, computer and peripherals, designs, trademarks, logos, trading name, artistic works, official email ids, client, supplier or customer database etc. The Employee will also return to the Company all such items when requested by the Company, except only the Employee's personal copies of records is relating to the employment or compensation and any personal property the Employee brings with himself/herself to the Company and designate as such.
 - i. It is the responsibility of the employee to return the company's asset in proper condition. In case of any damage to it, employee shall be held liable and will be penalized accordingly.
 - j. Upon termination of this Agreement by you or the Company, your benefits during the notice period and separation formalities shall be governed by the separation policy of the Company for the time being in force.
 - k. Subject to earlier termination of this Agreement, you shall retire from the company on attaining the retirement age, i.e. **60 years**.
7. Reimbursement: You shall be entitled to reimbursement of expenses as per the Company Policy.
8. Timings: You shall be required to follow the Company leave and attendance Policy for timing and hours of work as intimated to you.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

9. Leave: You are entitled to leave in accordance with the "Company's Leave policy". Any uninformed absence exceeding five (5) days shall be construed as breach of Employment Agreement and may lead to termination of employment except in case of medical emergencies. For availing leaves on grounds of medical emergencies please refer to Company's Leave Policy.
10. Transfer: During the course of your employment with the Company, the Company at any point of time, in its sole discretion may transfer you to any divisions, sections, subsidiaries, entities, office or location anywhere on a temporary/permanent basis. In such event the terms and conditions, governing your employment shall be those applicable at the location of transfer or those applicable to the employees of the office, as the case may be.
11. Governing law and jurisdiction of dispute: The Laws of India shall govern the validity, interpretation, performance and enforcement of this Agreement. Any dispute arising between the parties including under this agreement shall be subject to the exclusive jurisdiction of Courts of New Delhi only.
12. Exclusivity: As an employee of the company, you are expected to devote your entire time, attention and effort to the furtherance of the work of the company and to continually develop your personal skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time or full-time employment or business or position of monetary interest, other than that of the Company.
13. Change of Status: You will keep us informed of any change in your residential address, or any personal particulars relevant to your employment.
14. Policies: You will be subject to the Company's Policy as applicable for the time being in force and as amended, from time to time, at the discretion of the Company.
15. Conditions of Employment: Your appointment and continuation in employment are subject to submission of documents as per Annexure 1.
16. Non-Disclosure, Non-Compete & Non-Solicitation Agreement: The Annexure 2 annexed herein i.e., non-disclosure, non-compete and non-solicit agreement shall be part of this Employment Agreement.
17. Severability: In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their intent to the fullest possible extent.
18. Survival: All such clauses, the context of which require, shall survive the termination of this Agreement.
19. Assignment: This Employment Agreement shall not be assignable by you.
20. Entire Agreement: This Employment Agreement contains the entire understanding and agreement between the parties relating to your employment with the Company and all prior verbal and written agreements are extinguished and cancelled, and neither this Employment Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated.
21. Exclusive: You will not either directly/indirectly engage yourself either full time or part time elsewhere in any job, profession or business of any nature during the tenure of your employment with the company, without taking prior approval of the Company.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

22. Delivery of work: You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your seniors from time to time.
23. Material Fact: This Employment Agreement is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Company may take such action as it deems fit in its sole discretion, including termination of your employment.
24. Training & Development: You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.
25. Performance Management: Your performance shall be reviewed by the Company from time to time as per the performance management policy of the Company.
26. Damage: You will be liable to pay damages to the Company for any loss caused directly or indirectly due to your action. This is in addition to other legal remedies which Company, may take, if any of the terms and conditions, herein, are violated.
27. Handover: Upon your termination or owing to any other reason for which you part ways with the Company, you must complete all the pending work before leaving service and also handover the completed work, records and documents in your custody in a systematic and acceptable manner to the person concern authorized by the management. Failing which, the Company may withhold the full and final settlement or deduct certain amount at its discretion. The Company's decision will be considered final in this regard.
28. Property: You will be responsible for safe keeping and return of all Company's property, which may be in your use, custody or charge or is issued to you by the Company during the course of your term.

I _____ acknowledge that in relevance to this Employment Agreement, I have read and understood all the terms and provisions.

SAGRAMBRA SINGH
SR. MANAGER HR
KHAN GLOBAL STUDIES PVT LTD

Name: AKRIST OJHA
EMP Code: KGS-A672
Aadhaar Card No: 297072728998

Sagrabra Singh
.....Authorized Signatory.....

.....Employee Signature.....

Agreement - Annexure 1

Salary Annexure			
KHAN GLOBAL STUDIES PVT LTD			
	Name	AKRIST OJHA	
	Designation	SME	
	Department	ACADEMICS	
	Location	Noida	
	Date of Joining	23-Sep-24	
Section	Salary Components	Monthly	Annually
	Basic	₹ 13298	₹ 159576
	House rent Allowance	₹ 6649	₹ 79788
	Transport Allowance	₹ 2660	₹ 31920
	Special Allowance	₹ 3989	₹ 47868
A	Fixed components Gross Salary	₹ 26596	₹ 319152
	Employer's contribution to PF	₹ 1596	₹ 19152
	Employer's contribution to ESI Contribution	₹ 0	₹ 0
B	Terminal Benefits	₹	₹
A+B	Total Cost to Company	₹ 28192	₹ 338304
	Employee Contribution to PF	₹ 1596	₹ 19152
	Employee Contribution to ESI	₹ 0	₹ 0
C	Total Deduction	₹ 1596	₹ 19152
A-C	Take Home	₹ 25000	₹ 300000

- ❖ In Future, ESIC, EPF and other employee liability are inclusive of employee CTC part.
Applicable if any changes in law, regulation registration and rules.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

Employment Agreement- Annexure 2

NON-DISCLOSURE, NON-COMPETE, NON-SOLICITATION AGREEMENT

As a condition of my employment with **KHAN GLOBAL STUDIES PVT LTD**, incorporated in Delhi, India under the Companies Act 2013 and in consideration of the terms and conditions provided in the Employment Agreement, I _____ do hereby agree as follows:

A. CONFIDENTIAL INFORMATION

(1) Non-Disclosure of Confidential Information

"KHAN GLOBAL STUDIES PVT LTD" means and includes all the companies, partnerships, proprietorship and legal entities run by the management of the Company from time to time which includes without limitation.

The Employee understands and acknowledges that he/ she shall ensure confidentiality and comply with his obligation of non-disclosure for the Confidential Information as defined in the Annexure 2, for the entire **KHAN GLOBAL STUDIES PVT LTD**.

The Employee understands and acknowledges that the he/she shall come across the Confidential Information not just limited to his Company but entire **KHAN GLOBAL STUDIES PVT LTD** in course of his employment. The Employee agrees and undertakes to ensure confidentiality and comply with his obligation of non-disclosure in respect of all such Confidential Information as may be received or gathered directly/ indirectly in the course of his employment with the Company.

That, in the case of breach of obligation to maintain confidentiality and to ensure non-disclosure qua the Company or any legal entity of the **KHAN GLOBAL STUDIES PVT LTD**, the Employee unconditionally authorizes the Company for institution of appropriate legal proceedings for injunctive relief or damages or any other legal proceeding, as deemed appropriate.

The Employee shall not, during the term of the Employment Agreement or any time thereafter, use for the Employee's own purposes or disclose to any third party any Confidential Information (as defined below) and shall use best endeavors to prevent such publication or disclosure.

All Confidential Information and all other documents, papers and property which may have been made or prepared by the Employee, or at the Employee's request or have come into the Employee's possession or under the Employee's control in the course of employment or which relate in any way to the Company, the business (including prospective business) or affairs of the Company, its subsidiary/ies, or of any customer, supplier, agent, franchise, channel partner, distributor or sub-contractor of the Company shall, as between the Company and the Employee, be deemed to be the property of the Company.

The use of external devices, including but not limited to pen drives and memory cards, for data transfer is strictly prohibited and may result in disciplinary action.

The Employee shall deliver all Confidential Information and other property, including all copies thereof, to the Company immediately upon the termination of his/her employment in any manner whatsoever or at any earlier time on demand.

The Employee shall immediately inform the Company if he/she becomes aware of the possession, use or knowledge of any of the Confidential Information by any person not authorized to possess, use or have knowledge of the Confidential Information, whether during or after the employment and shall at the Company's request provide such reasonable assistance as is required to deal with such event.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

The provisions of this Clause shall not apply to any Confidential Information, which: (i) is in or enters the public domain other than by breach of this Agreement; (ii) is obtained from a third party who is lawfully authorized to disclose such information; or (iii) is authorized for release by the prior written consent of the Company.

Nothing in this Clause shall prevent the Employee from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law.

For purposes of this Agreement, the term "Confidential Information" shall mean all confidential and/or proprietary information of the **KHAN GLOBAL STUDIES PVT LTD** which relates to specific matters such as trade secrets, marketing programs, customers, pricing and credit techniques, information concerning dealings, transactions or affairs of the Company, program codes, software design know-how, research and development activities, private processes, and books and records, as they may exist from time to time, which the Employee acquires or obtains by virtue of work performed for or on behalf of the Company, and which is: (i) not in the public domain or generally available to the public from public sources other than as a result of breach of the confidentiality obligations of the Employee; (ii) not required in any report or public announcements or disclosures to be submitted to, or made pursuant to the requirements of, any governmental or regulatory body; (iii) not known to the Employee prior to its disclosure by the Company; (iv) not required in response to any summons or notice or in connection with any litigation; or, (v) not required to comply with any law, order, regulation or ruling applicable to the Employee.

(2) Third party information

The Employee recognizes that the Company may have received and, in the future, may receive from third party's proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees to hold all such proprietary information and to use it in the strictest confidence and not to disclose it to any person, firm or entity and to use it only as necessary in carrying out the Employee's work for the Company consistent with the Company's agreement with such third party.

B. INVENTIONS AND INTELLECTUAL PROPERTY

(1) Inventions

The Employee shall, immediately upon execution of this Agreement, provide the Company (in writing) with and shall hold in trust for, and further hereby agrees to assign to, the Company (or its designee), in writing at the request of the Company from time to time, all the Employee's right, title and interest in and to all inventions, original works of authorship, development, concepts, improvements or trade secrets, whether or not patentable or registrable under patent or copyright or similar laws, which the Employee may solely or jointly conceive or develop or reduced to practice, during the period of his/her employment with the Company (collectively referred to as the "Inventions"), except to the extent prohibited or limited by law. The Employee further acknowledges that all original works of authorship which are made by the Employee (solely or jointly with others) within the scope of and during the Employee's employment with the Company and which are protectable by copyright are 'work made for hire' under applicable law/s.

(2) Patent and Copyright Registration

The Employee shall assist the Company, or its designee at the Company's expense, in every proper way to secure the Company's right thereto in the Inventions and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights and the title and interest in and to such Inventions, and any copyrights, patents or other intellectual property rights relating thereto. The Employee's obligation to execute or cause to be executed at the cost of the Company, when it is in the power of the Employee to do so, any such instrument or papers shall continue after the expiration or termination of the Employee's employment with the Company.

In consideration of the compensation paid to the Employee under this Agreement, the sufficiency of which is hereby acknowledged, the Employee hereby agrees that during his/her employment with the Company and for a period of three (3) months thereafter ("Non-Compete Period"), the Employee shall not, either directly or indirectly (including, without limitation, through any person who is a relative of the employee or otherwise or as an employee of, or adviser or shareholder or consultant of any other person, firm or company or through their affiliates) commence, carry on, be involved in, or assist any person who is engaged in, or involved in any business, including the associate companies of the Company, which is similar to or is in competition with the business of the Company ("Competing Business"). The Employee hereby further agrees that he/she shall not during the Non-Compete Period hold any direct or indirect ownership or equity interest in any entity that engages directly or indirectly in any Competing Business in any city, county, state, or other territory or jurisdiction anywhere in the world.

Notwithstanding any other provision of this Agreement, if, at the time of enforcement of any provision of this Section, a court should hold that the duration or scope of the restrictions stated herein are unreasonable or unenforceable under circumstances then existing, the Parties agree that the maximum duration or scope permitted by applicable law under such circumstances will be substituted for the stated duration or scope. Whenever possible, each provision of this Section will be interpreted in such manner as to be effective and valid under applicable law.

(C) Non-Solicitation

The Employee further undertakes that he/she shall not, either directly or through any other person, for a period of three (3) months after the cessation of services of an Employee under this Agreement:

- a. Solicit, canvass or entice away any person who does any business with the Company for the purpose of offering to such person, the services similar to or competing with the business of the Company;
- b. Solicit, canvass or entice away any of the key employees, personnel and/or any other employee or staff of the Company including, but not limited to, technical, sales, marketing, operations and processing staff from the Company for the purpose of employment;
- c. Divulge or disclose to any person any information (other than information available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to the business of the Company and/or any of its subsidiaries the identity of its customers, vendors, franchisees, suppliers, its products, finance, contractual arrangements, business or methods; and/or engage in or agree to engage in any act or commit to engage in any act that would prejudice the interests of the Company.

(1) Further Undertakings

The Employee further acknowledges and undertakes that:

- a. nothing contained under Clauses, herein, imposes any unreasonable restraints upon him/ her and that the terms are fair and reasonable as to subject matter and duration and are reasonably necessary to protect the proprietary interests of the Company and to maintain the goodwill of the Company;
- b. the provisions of Clauses under Section C herein shall be construed as a separate and independent obligation, severable from the obligations contained in this Agreement, in respect of: (1) the period referred to therein; and (2) every activity falling within the ambit of any business and/or activity being carried out by the Company and/or any of its subsidiary/ies;
- c. the terms of Section C do not constitute improper limitations on his/her right to employment or conducting trade and he/she agrees that he/she will comply with the provisions of Section C and will not challenge any terms contained therein on the ground of their being unlawful or unreasonable.



Khan Global Studies PVT. LTD.

5th Floor, A-13A, Graphix-1, Tower-B, Sector 62, Noida (U.P.) – 201309

- d. The Company would be irreparably damaged and would not have an adequate remedy at law in the event that any of the covenants or agreements of the Employee (including those relating to his/her relatives/ affiliates) in Section C are not performed in accordance with its terms or otherwise were breached.

The Employee therefore agrees that the Company will be entitled to an injunction or injunctions to prevent breaches of such performance and to specific enforcement of such covenants in addition to any other remedy to which the Company may be entitled, at law or in equity.

D. NOTICES

Any notices required or permitted, hereunder, shall be given to the appropriate party at the address specified in the Employment Agreement or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

E. DUTY TO NOT MALIGN THE COMPANY

(1) During the employment and thereafter, the employee undertakes to not malign the name, reputation, services, products, senior management and any current employees of the Company or the Company's affiliates.

I undertake to not share any information or views on social media, published media or any public forum, which can be construed against the brand, reputation of the Company, services, products, senior management and any current employees of the Company. I undertake that in case the Company decides that there is a breach of the above clause, I will be liable to pay damages, determined at the discretion of the Company, to the Company for each such breach.

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I _____ HAVE READ AND UNDERSTOOD ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

SAGRAMBRA SINGH
SR. MANAGER HR
KHAN GLOBAL STUDIES PVT LTD

Name: AKRIST OJHA
EMP Code: KGS-A672
Aadhaar Card No: 297072728998

Sagrambra Singh

.....Authorized Signatory.....
Date: - 23-Sep-24

.....Employee Signature.....
Date: -