



Blue Ashva Graduate Programme Programme Joining Letter

Date: 30th June 2023

Satyam Goyal
503-B, Royal Classic, New Link Road
Near Citi Mall, Andheri West
Mumbai 400053

Email: sgoyal0409@gmail.com

We are pleased to invite you to be a part of **Blue Ashva Graduate Programme**.

This Programme Joining Letter ("Agreement") contains the terms on which you will be working with and engaging your services with BLUE ASHVA INDIA LLP ("the Company"). In addition to these terms and conditions, there are other Company policies and procedures, which may change from time to time, which apply to your engagement and must be complied with at all times.

1. About the Programme

1.1 The Company hereby enrolls you and you agree to join **Blue Ashva Graduate Programme** ("Programme") of the Company for a fixed-term period of 2 years.

1.2 Upon successful completion of the 2-year programme and subject to performance, you will be offered employment on full time basis.

1.3 Remuneration and other details of the programme is provided in Annexure A of this agreement

1.4 The enrolment is subject to you holding the valid working visa, if applicable.

1.5 You warrant that by virtue of entering into this Agreement, you will not be in breach of any express or implied terms of any contract with or of any other obligation to any third-party binding upon you.

2 Normal hours of work

2.1 Normal working hours are from Monday to Friday, 9am to 6pm.

2.2 You may be required to work overtime in addition to the normal hours of work where necessary for the proper performance of duties or if instructed to do so by the Company and it is expressly agreed here in that you shall not receive any additional payment for hours worked in excess of the normal hours of work.

3 Duties during the Programme

3.1 You shall at all times during the period of the Agreement:

- devote so much of time, attention and ability as is reasonably required to the duties of your appointment



- faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time assigned to or vested in you
- abide by the policies, procedures and regulations of the Company and obey all lawful and reasonable directions.
- use best efforts to promote the interests of the Company and its group companies.

3.2 You shall (without further remuneration) if and for so long as the Company requires during the period of this Agreement:

- carry out the duties of the appointment on behalf of any group Company.

4 Place of work

You shall perform the duties at Blue Ashva's office located at A-802, Cresenzo, C-38/39, G-Block, BKC, Mumbai – 400051 and/or such other place as the Company or job requires including remotely.

5 Income tax:

You are responsible for the payment of your own income tax. The Company may however retain such amounts as may be required under applicable laws in relations to withholding taxes or such other impositions.

6 Leave

6.1 In addition to national holidays you are entitled to 14 working days paid leave in each full calendar year to be taken at such time or times as are agreed with the Reporting Manager. Entitlement to leave will accrue pro rata on a monthly basis. Any unused leave entitlement will be forfeited at the end of the financial year ending March.

6.2 Sick Leave: According to the current regulations, you shall be entitled to up to fourteen (14) paid sick leave.

6.3 Your sick leave entitlement is not cumulative from year to year.

6.4 Absence Due to Illness or Injury: You must inform the Company as soon as possible on the first day of absence if you are absent from work by reason of illness or injury and, where possible, provide an indication of your likely return date.

7 Compliance with Company's Policies:

7.1 During the tenure of programme, and employment post the programme, with the Company, you shall comply with all Company policies, processes and procedures, guidelines, rules and instructions including the Company's Business Code of Conduct, Company Information Security Management System and such other policies as may be introduced, modified or changed by the Company from time to time. If you fail to comply with these policies, you may be subject to disciplinary action leading to termination. The Policies of the Company may change and are not contractual in nature.

7.2 In the event of any inconsistency between the provisions of this Contract and any policies and procedures of the Company in relation to your enrolment, the provisions of this Contract shall prevail.



8 Confidentiality, Intellectual Property and Non- Solicitation

8.1 You hereby reaffirm your obligations under the Confidentiality, Intellectual Property and Non-Solicitation Agreement, a copy of which is attached hereto as Annexure B (the "Confidentiality Agreement").

9 Data Protection

9.1 As a condition of enrolment, you are required to sign and return the Personal Data Consent Statement set out in Annexure C of this Agreement.

10 Termination of Agreement

10.1 Termination Notice : Either you or the Company may terminate your enrolment by giving 1 months' notice to the other party.

During any notice period, the Company:

- shall have the right in its absolute discretion to assign to you reduced or alternative duties;
- notwithstanding sub-paragraph above, shall be under no obligation to vest in or assign to you any powers or to provide any work for you and in that case, you shall have no right to perform any services for the Company or any of its Affiliates;
- may prohibit contact and/or dealings between you and clients, customers and/or such employees of the Company as the Company may in its absolute discretion determine; and
- may exclude you from any premises of the Company or any of its Affiliates.

In the event you are required not to attend work during any such period of notice of termination, you will not be entitled to receive any stipend, damages or compensation in respect thereof.

10.2 Termination for Cause

Notwithstanding any other provision of this Contract, the Company may terminate your programme enrolment without prior notice or payment in lieu of notice if you commit any act which under common law would entitle the Company to summarily terminate your programme enrolment, including but not limited to an act of dishonesty, misdemeanour, negligence, fraud, wilful disobedience, malfeasance, nonfeasance, misconduct or breach of duty.

Without limitation, your programme enrolment may also be terminated without prior notice or payment in lieu of notice if you at any time:

- by your actions or omissions, bring the name or reputation of the Company into serious disrepute or prejudice the interests of the business of the Company
- commit a breach of any term of this Contract or any other rules and regulations laid down by the Company from time to time in respect of your Programme enrolment
- are convicted of a criminal offence
- become bankrupt, file for bankruptcy, or a receiving order is made against you, make any composition with your creditors or commit an act of bankruptcy
- become of unsound mind
- become incapable of performing your duties hereunder by reason of ill health, accidental or otherwise for a period of 90 days whether consecutive or otherwise, or not satisfactorily performing your duties; or



- If your services are terminated under the provisions of this paragraph, you shall only be entitled to payment of remuneration, if any, accrued due to you up to your last day of service with the Company.
- The termination of your programme enrolment (for any reason whatsoever) shall be without prejudice to any right that the Company may have in respect of any breach by you of any of the provisions of this Contract that may have occurred prior to such termination.

10.3 Termination Obligations

On termination of your programme enrolment, you must immediately return to the Company:

- all documents, accounts, plans, price lists, client lists, manuals, correspondences, notes, memoranda, reports, lists, computers, databases, drives, disks, tapes, emails, access cards, office keys, codes, data listings, office equipment, mobile phone(s), records, tapes, tape recordings, items, materials and all other property whatsoever (whether made or created by you or otherwise) of the Company (including such property as exists in electronic form) or belonging to the Company's clients, Affiliate(s), and/or business partners which you have in your possession and you shall not retain any copies (including electronic or soft copies) thereof; and
- all necessary passwords to enable effective access to your computers, databases, drives, disks, emails, mobile phones and any electronic devices issued to you; and
- Require you not, without the consent of the Company, to engage in any contract with any customer, supplier, employee, officer, agent or adviser, of the Company or any group Company in relations to any matter which touches and concerns any of the business (es) of the Company of any group Company.

11 Suspension

If the Company decides it is necessary to suspend you for any reason during your programme enrolment or during notice to terminate the enrolment, the Company may suspend you without notice and exclude you from any and all of the Company's premises for the duration of such suspension.

12 Warranty and undertaking

12.1 You 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, or any of them, in accordance with these Terms and Conditions. You further represent and warrant that you will not, during the course of your Programme engagement, and subsequent employment if offered, violate any Agreement, arrangement, contract or understanding you may have with a prior Employer/Company, even if such Agreement, arrangement, contract or understanding does not restrict or prohibit you from fully performing the duties.

12.2 If any information furnished by you in your application for Programme enrolment or during the selection process is found at any time during your engagement to be incorrect or false and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without compensation.



13 Communications

13.1 During your engagement with the Company, you are likely to have access to its communications facilities such as email, internet and telephones. The Company does not routinely monitor email or other communications made using its equipment. However, its equipment is supplied on the understanding that it will be used for its primary purpose which is as a business tool and not used for example inappropriately or excessively to cause offence to disrupt or interfere with your work for the Company to harass or discriminate others both internally and externally to disclose confidential information or breach the intellectual property right of the Company or others.

13.2 The Company reserves the right to monitor, use and read communications (including personal communications, or any sent through a third-party site) being made on its equipment and by signing these terms and conditions you here by consent to such monitoring.

13.3 You agree to Company with any internal, email or technology policy that the Company may from time to time introduce. Any breach of the clause or any Company policy on acceptable use may lead to action being taken against you under the Company's disciplinary procedures, which may lead to termination.

14 General

14.1 Other terms

Company reserves the right to make alternations to your Terms and Conditions of the Programme. Any amendments will be communicated in writing by the Company to you and you will be deemed to have agreed to them by acceptance of stipend on the next payroll date without any written objection being made by you to the Company.

14.2 Prior Agreements

This Agreement sets out the entire Agreement and understanding of the parties and all past Agreements whether oral or written are invalid upon execution of this Agreement.

14.3 Travel

You may be required to undertake travel for Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

14.4 Accrued rights

The expiration or termination of this Agreement however arising shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after then and shall be without prejudice to any accrued rights or remedies of the parties.

14.5 Proper law

The validity constructions and performance of this Agreement shall be governed by the laws of India and the parties irrevocable submit to the non-exclusive jurisdiction of the Indian courts.

14.6 Notices

Any notice to be given by a party under this Agreement must be in writing and must be given by delivery at or by sending by post of other means of telecommunication in permanent written form (provide the addressee has his or its own facilities for receiving such transmissions) to the last known postal address of relevant telecommunications number of the other party. Where notice is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be



sufficient to show it was dispatched. A notice shall have effect from the sooner of its actual or deemed receipt by the addressee.

14.7 Severability

Each provision of this Agreement is independent and severable from the remaining provisions and enforceable accordingly. If any provision of this Agreement shall be unenforceable for any reason but would be enforceable if part of the wording thereof were deleted, it shall apply with such deletions as may be necessary to make enforceable

We are pleased to have you join the Company. Please acknowledge your acceptance of enrolment into the Programme on these terms and conditions by signing and returning (a) the Acceptance on the duplicate of this Letter and (b) the Personal Data Consent Statement to the undersigned.


Yours Sincerely,

Satya Narayan Bansal
Partner

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree that I have read, understood, and accept joining the BLUE ASHVA GRADUATE PROGRAMME with BLUE ASHVA INDIA LLP under the terms and conditions stated above.

(Please sign below to confirm that you agree with the terms and conditions stated in the offer.)

Signature:  _____

Name: Satyam Goyal

Date: 30th June 2023