EMPLOYMENT AGREEMENT

This is Employment Agreement (hereinafter referred to as the "Agreement") is made and entered into on this **10/10/24** by and between Coding Thinker Through Its Proprietor Neha Gupta **,**(herein after referred to as "the First Party" which expression shall, unless repugnant to the context and meaning thereof, be deemed to include its administrators and permitted assignees of the ***FIRST PARTY.***

AND

Mr. Abhay Nath Singh S/o Tej Pratap Singh, aged about 23 years permanently residing at S/O Tej Pratap Singh, Keshobari, Keshobari, Deoria, Uttar Pradesh, 274201 India (EDIT AS PER VARIABLES) (hereinafter referred to as "the Second Party") of the ***SECOND PARTY.***

The First Party and the Second Party shall hereinafter be collectively referred to as ***"the Parties"*** and where the context permits, shall individually be referred to as the ***"Party".***

WHEREAS

A. Whereas the First Party has appointed the Second Party from 15/10/24 to 30/9/27 as and in the position of a TECHNICAL TRAINER for the first party owing continuous commitment towards the responsibilities of a TECHNICAL TRAINER as per the standards norms of Educationist, to fulfill each and all the compliances to be followed by the first party as an Educational Institutes in accordance with the regulations of this employment agreement. The first party has agreed to

appoint the Second Party to the position of TECHNICAL TRAINER for a period of 36 months from the date of acceptance of offer letter at a monthly remuneration of INR 1,10,000/- subject to terms and condition mentioned below which will be payable on the 15 day of expiry of the running month . In case of joining in midmonth no. of days be calculated uptill the end of the month and same be payable on the 15 of the running month and in continuation of month from 1st day the respective month.

B. Whereas the First Party has offered and the Second Party has accepted the employment of the First Party on the terms and conditions mentioned under the appointment letter and the Second Party understands and accepts the said referred conditions of employment and is joining the employment with effect from the date of acceptance of offer letter of the first party.

C. The First Party has conveyed in the above referred "**Letter of Appointment**" and that the Second Party is governed and bound by the service rules and regulations, policies, and other terms and conditions as notified by the First Party from time to time and the Second Party has understood and accepted the same.

D. The Second Party acknowledges that during the course of the Employee's employment with the First Party, the Second Party will have access to certain Confidential Information relating to the modus operandi, trade secrets and details of potential clients of the First Party.

E. The First Party is desirous of protecting the confidentiality of the Confidential Information obtained by the Second Party during Employee's employment as also the properties of theFirst Party, from being shared with any third party.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. That the Second Party has been has been appointed by the First party via Employment Offer Letter dated 10/10/24 additional terms &codeo of ethics attached herwith ,wherein the role &responsibilities and conditions of employment of the second party is given in detail and now the Second Party seeks to join the company of First Party as**TECHNICAL TRAINER**.

2. That the effective date of commencement and binding nature of this agreement as already agreed and understood between the parties shall be **date of acceptance of offer letter**.
3. That the date of appointment for employment of the Second Party as ascertained by the First Party shall be **date of acceptance of offer letter**. and that the Second Party shall assume all the

responsibilities of the said position starting from the date of offer letter so as to assist the First Party till the date of termination of employment.

Notwithstanding anything contained in this clause, the Second Party shall continue to be liable for any action or inaction made by him during from 15/10/24 to 30/9/27.

4. That all the general terms and conditions of the offer letter shall continue to operate and the conditions mentioned in this agreement shall be in addition to the offer letter.

5. That the remuneration for the Second Party after being appointed as Technical Trainer which has already been communicated, accepted and acknowledged by the Second Party shall be Rs 1,10,000/- which shall become effective from **the date of acceptance of offer letterof the first party**.

6. The Second Party must not at anytime after leaving the employment of the First Party, for any reason, disclose or permit to be disclosed to any person, firm, company or other entity any confidential information or trade secrets relating to or belonging to the First Party.

7. On the termination of the employment, for whatsoever reason, Second Party will be required to return to the First Party all documents and papers in possession or under control relating to the employment or the institute.

8. Second Party must not anywhere at any time after termination of service or employment with the First Party, either personally or through agents, friends or relatives, directly or indirectly represent oneself as being connected to or interested in any way in the operations of the First Party.

9. **Working Hours :** Working hours of the Technical Trainer will be as long as 8 hours a day i.e. 48 hours a week which will be calculated for the purposes of the whole tenure of this agreement. In case of certain hours are not fulfilled in a day for any specific reasons on the end of the trainer , it can be covered as extra hours on other days. Further , if any extra hours are needed for the purposes to fulfill the institutes commitment to the students extra hours can be billed in addition to the remuneration decided herein as overtime at rate decided mutually at a later stage.

10. **Yearly Increment :** The first party will be liable to pay an increment of 10 % or more based on the past performance of the second party in the institute as be decided mutually at the end of the calendar year as per this agreement.

11. **Lock-in Period for the Second Party :**After execution of this instrument , the second party will be bound to give his/her services to the first party mandatorily for 12 months during the

employment agreement , it is post expiry of the lock in period only that second party can furnish any notice to for termination of the said employment.

12. **After Employment:** After the termination of Employee's employment, regardless of the reason for such termination, the Second Party shall not share with or transfer to any person, including but not limited to any competitors of the First Party, any confidential information obtained during the course of employment.

13. The Second Party may, if required by applicable law, a court or tribunal of competent jurisdiction or any applicable regulatory or statutory or body, divulge or disclose any Confidential Information which has come or may come to the knowledge of the Second Party during the Second Party's employment. The Second Party shall immediately, upon receiving any notice or orders requiring such disclosure of Confidential Information notify the First Party so as to enable the First Party to seek a protective order or take other appropriate action. The Employee shall co-operate in the First Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information.

14. In the event of breach of any of the conditions regarding confidentiality, the First Party shall be entitled to injunctive relief and/or specific performance to enforce the conditions of this paragraph.

15. Second Party 's employment with the First Party may be terminated, prior to the expiration of the term of this Employment Agreement, in accordance with any of the following provisions:

16. **Termination by Second Party**: The Second Party may terminate her employment at any time during the course of this agreement post lock-in period by giving **3 month** [weeks/months] notice in writing to the First Party. During the notice period, Second Party must fulfill all his/her duties and responsibilities set forth above and use his best efforts to train and support his/her replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Second Party's salary and benefits will remain unchanged during the notification period.

17. T**ermination by the First Party Without Cause**: First Party may terminate Second Party's employment at any time during the course of this agreement by giving **1 month** [weeks/months]' notice in writing to the Second Party. During the notice period, Second Party must fulfill all of Second Party's duties and responsibilities set forth above and use Second Party's best efforts to train and support Second Party's replacement, if any. Failure of Second Party to comply with this requirement may result in Termination for Cause described below, but otherwise Second Party's

salary and benefits will remain unchanged during the notification period. First Party, may, in its sole discretion, give Second Party severance pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require First Party to maintain Second Party in active employment for the duration of the notice period.

18. **Termination by the First Party for Cause**: The First Party may, at any time and without notice, terminate the Second Party for "cause". Termination by the First Party of the Second Party for "cause" shall include but not be limited to termination based on any of the following grounds: (a) failure to perform the duties of the Employee's position in a satisfactory manner; (b) fraud, misappropriation, embezzlement or acts of similar dishonesty; (c) conviction of a felony involving moral turpitude; (d) illegal use of drugs or use of alcohol in the workplace; (e) intentional and willful misconduct that may subject the First Party to criminal or civil liability; (f) breach of the Second Party 's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to the First Party; (g) willful disregard of First Party policies and procedures; (h) absence from service without notice as required by the work hours and leave policy on more than **one occurrence**; (i) going on or abetting a strike in contravention of any law or institute policy; (j) causing damage to the property of the First Party; (k) any disobedience of direction from management; (k) breach of confidentiality/secrecy;(l) breach of any of the material terms of this Agreement; and (m) insubordination or deliberate refusal to follow the instructions of the superior ofthe First Party.

19. **Voluntary Termination:** In the event of voluntarily termination by the employee for any reason the employee shall serve the lock-in period and then provide the First Party three month written notice (the “Notice Period”) or compensate the First Party pro-rata to the gross salary for any shortfall in lock-in period or such notice for termination. Such payment cannot include forfeiture of accumulated earned leave, as calculated with the Work hours and leave policy.

20. **Termination By Death or Disability.** The Second Party 's employment and rights to compensation under this Employment Agreement shall terminate if the Second Party is unable to perform the duties of his position due to death or disability lasting more than 90 days, and the Second Party 's heirs, beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Second Party is entitled under this Agreement, except: (a) to the extent specifically provided in this Employment Agreement (b) to the extent required by law; or (c) to the extent that such benefit plans or policies under which Second Party is covered provide a benefit to the Second Party 's heirs, beneficiaries, successors, or assigns.

21. **Dispute Resolution & Claim:** Both the parties agree that any controversy or claim arising out of or relating to this employment agreement,or the breach thereof, shall be settled by arbitration

administered by Coding Thinker Through Its Proprietor. The number of arbitrators shall be[one or three]. The place of arbitration shall be Bhopal, Madhya Pradesh. All the local laws prevailing in the State of Madhya Pradesh shall apply in additions to Central Indian Laws. Judgment on the award rendered by the arbitrator(s) will be binding to both the parties. Any dispute being unresolved can be contested in the court of Bhopal , Madhya Pradesh having jurisdiction thereofgovenned by the relevant law of the land.

22. **Remedies for Breach:**The Second Party hereby covenants and agrees that in the event of the Second Party's violation of these undertakings with the First Party, as set forth in this Agreement, the damage that the First Party would sustain would be immediate, substantial and irreparable. The First Party shall make reasonable, quantifiable monetarily such damage caused and shall serve upon the Second Party to pay to the First Party as liquidated damages as assessed by the First Party.

23. **Compensation for Pre-mature termination of employment by Second Party:** The Second Party agrees and undertakes to compensate the First Party without demure. In any case, if the Second Party will decide to discontinue the employment with the First Party before three months from this agreement date, then the Second Party will need to pay an amount equivalent to the three months remuneration of the second party to the First Party to cover the losses of the First Party due to her discontinuation from the Company. The Second Party agrees that the abovementioned sum is a legitimate compensation for the time and expertise invested by the First Party on Second Party as Human Resource.

24. **Severability and enforceability:** The Parties agree that the intent and purpose of this Agreement shall be enforceable to the fullest extent allowed by law. This Agreement is divisible and separable so that if anyprovision shall be held to be invalid, unlawful or unenforceable, such holding shall not impair the remaining provisions. If any provision is held to be too broad or unreasonable in duration, scope or character of restriction to be enforced, such provision shall be modified to the extent necessary in order to legally enforce such provision to the fullest extent permitted by law.

25. **Acknowledgement:** The parties acknowledge and agree that each of the restrictions and obligations contained in this Agreement is reasonable in all the circumstances, that the duration and application of each is no greater than is necessary for the protection of the legitimate interests of the First Party and that each constitutes an entirely separate and independent restriction or obligation. No restriction or obligation shall be affected by the unenforceability of the whole or part of a restriction or obligation will be deemed to be deleted to the extent it is unenforceable.

26. **Survival and enforceability:** The obligations and restrictions imposed upon the Second Party under above clauses of this Agreement shall remain in full force and effect, and shall be enforceable against the Second Party regardless of whether the termination of the Second Party's employment is voluntary or involuntary or is with or without notice and /or cause and shall survive the termination of the Second Party's employment with the First Party.

27. **Entire agreement:** This Agreement shall be read in conjunction with the earlier communication issued by the First Party to the Second Party, be it offer letter , set of rules & regulations, additional terms specifying roles and responsibilities and code of conduct / ethics mentioned therein , policies applicable to all the employees and shall collectively constitute the entire understanding between the First Party and the Second Party with respect to the subject matter contained herein, and supersedes any and all prior undertakings, representations ever made to the Second Party, and agreements ever executed by the parties relating to this matter, unless specifically incorporated herein. In the event of any inconsistency between the provisions of this Agreement and the Letter of Appointment or Offer letter , the provisions mentioned in this agreement shall prevail.

28. **Overriding effect:** That in case of any conflict between the earlier employment terms and conditions and this employment agreement, the instant agreement shall supersede the clauses/contents of the earlier agreement.

29. **Waiver of breach*:*** The failure by the First Party to enforce at any time any of the provisions of this Agreement shall not operate as or be deemed a waiver of such right, privilege or remedy or as a waiver of any preceding or succeeding breach by the Employee.

30. ***IN WITNESS WHEREOF***, each party to this Agreement has caused it to be executed on the date indicated below.

Coding Thinker Through Its Proprietor
("First Party/Employer")

Abhay Nath Singh
("Second Party/Employee")

Authorised Signatory

Signature

Witnesses:

1. Name & Signature.

2. Name & Signature.