

**TERMS AND CONDITIONS**

**(Note: In this document the terms “Company”, “Employer” and “REL” shall mean and include “Resonance Eduventures Limited”, its all branches, business setups and its subsidiary companies – whether existing at present or which may come in existence in future)**

**1. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

**2. Nature of Work:**

During the tenure of appointment you may be asked to serve on one or more of the Committees of the Board of Directors of the Company. As a non-executive Director, you have the same general legal responsibilities to the Company as any other Director.

You are expected to provide a high standard of initiative, creativity, efficiency and economy in the organization.

**3. Role:**

- You will act in accordance with the Company’s Articles of Association.
- You will act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- You will not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- You will not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company’s affairs. The Board:
  - Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
  - Sets the Company’s strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
  - Sets the Company’s values and standards and ensures that its obligations to its shareholders and others are understood and met.
- Strategy  
You should constructively challenge and contribute to the development of Company’s strategy.

- Performance  
You should scrutinize the performance of management in meeting agreed goals and objective and monitor the reporting of performance;
- Risk  
You should satisfy that financial information is accurate and that financial control and systems of risk management are robust and defensible;
- Time  
You should devote time to developing and refreshing your knowledge and skills.

#### **4. Intellectual Property Right:**

- 4.1 If during the period of your employment with us you develop any computer program or prepare / develop or achieve any invention, formula, process, process improvement, operational improvement, or methods, the Company shall be entitled to use, utilize and exploit the same and you shall assign all rights thereof to the Company. The Company shall have the sole ownership rights of all the Intellectual Property that you may create during your tenure / association with the Company including but not limited to the creative concepts that you may develop during your association with the Company.
- 4.2 Similarly, all rights (including copyrights) in books, study /coaching material, academic or scientific literature, computer programs etc. prepared and created by you during the course of your duties / services to the Company shall vest in the Company.
- 4.3 You will execute all papers, declaration and otherwise provide proper assistance at the request and expense of REL, during and after your work for REL to enable REL or its nominees to obtain patents, copyrights and legal protection for above mentioned Intellectual Property Rights in any Country.
- 4.4 For the purpose of foregoing clauses (4.1 to 4.3), all those intellectual property rights will belong to REL which are developed or conceived by you either solely or jointly with others, if they (1) are made with the REL's equipment, supplies, facilities, trade secrets, Confidential Information, or time; or (2) relate to REL's business or to REL's actual or demonstrably anticipated research or development or (3) result from any work performed by you for REL.

#### **5 Secrecy / Confidentiality:**

- 5.1 During the course of your employment with the Company or at any time thereafter, you shall not divulge or disclose to any person whomsoever, or make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any Confidential information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment here under also use your best endeavour to prevent any other person from doing so.
- 5.2 For the purpose of preceding sub-clause , Confidential Information shall mean and include all the information of the Company, its Directors , Owners , Employees and Company's business which is disclosed to you or which comes to your knowledge whether orally or in written/ form and shall include but is not limited to trade secrets know-how, techniques, processes, plans, software programs, business methods, customer list, contacts, financial information, sales and marketing plans, HR policies, compensation packages, teaching methodologies, study material, question papers, question bank and study material development process.

#### **6 Non-solicitation / Non-compete:**

You shall not, during the course of your employment with the Company, engage yourself, directly or indirectly, in any activity (including, without limitation, business, trade, consultancy whatsoever which may be in competition with the Employer nor you will aid, assist or fund anybody else whomsoever who is in competition or may cause competition to the Employer so far as any business activity of the Employer is concerned. You will also not, during the course of employment with the Company and for one year after the end of such employment with the Company, persuade, coerce or solicit any of the customers, clients, suppliers, consultants or employees of the Employer to dissociate themselves and sever / reduce their association/ relations with the Employer or to suggest to anybody to have business relationship with any other person or entity in preference to business relationship with the Employer.

**7 Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer systems, disabling all working stations for floppy disk drives and other copying mechanisms and Company-wide awareness about the need for protection of Intellectual Property and sensitive customer information.

**8 Documents:**

You shall also deposit with the Company, following documents:

1. Three Passport size color photographs with a white background.
2. Proof of all Education/ Qualification Certificates.
3. Photo Identity Proof (Passport/ Driving License/ PAN Card etc.).
4. Authenticated proof of date of birth.
5. Relieving letter and salary certificate from last Employer (if any).
6. Service/ Experience Certificate from all previous Employer.
7. Address Proof (Electricity Bill/ Telephone Bill/ Ration card etc).

**9 For all legal disputes Jurisdiction of Rajasthan shall be final:**

Please confirm your acceptance of the appointment on the above terms and conditions by signing and returning this letter for our records.