



AIRBUZZ TRAINING SOLUTIONS LLP
(LLPIN : AAU-5812)

Airbuzz Training Solutions LLP, LLPIN NO. AAU-5812

Date:-June 25, 2021.

Name: Annie DSouza, Address: 2602 Tower 3 Rosewood, Runwal Greens, Nahur West, Mumbai - 400078, MH, India

Sub: Appointment Letter

Dear Ms. Annie DSouza,

As you are aware, Airbuzz Training Solutions LLP ("**Company**") is engaged in aviation training services including theoretical training for aspirant pilots and cabin crew having its registered office at 53, Kakad Kunj CHS Ltd, Dwarkesh Park Road, Saibaba Nagar, Nr M.K.Bhatia School, Borivali West, Mumbai-400092 ("**Registered Office**") and operating office at Office 2B, Ground Floor, Abdulla Manzil, J.P.Road, Andheri (W), Mumbai - 400058 ("**Operating Office**").

We are pleased to inform you that, on the basis of the representations contained in your resume submitted by you, your application and subsequent phone interview on June 4, 2021 with us followed by the mock/demo class on June 6, 2021, you have been appointed as '**Technical Instructor**' & '**Awareness Associate**' in our organization on the following terms and conditions:

- Date of Joining:** Since you have joined the Company on June 10, 2021 ("**DOJ**") on the basis of verbal communication of the salient terms herein and on the basis of your promise to accept the same in writing, you hereby explicitly agree that your appointment with the Company and the terms and conditions contained herein shall for all purposes commence and be retrospectively effective from the DOJ.
- Compensation:**
 - You will be eligible to earn commission payments calculated at the rate of **30% of the pre-GST prevailing Technical General Course fee ("Course Fee") per student**, (subject to TDS deduction), that shall become payable to you, within 30 days of the full course fee being paid by the student. It is hereby clarified that the Company shall have sole and absolute discretion to decide, change and vary the Course Fee for any student at any time without giving any notice whatsoever.
 - You will also be eligible for a '**Referral amount**' for any student that you have pitched to, confirms enrolment with us (i.e., a payment is received along with Registration Form) for various services on our portfolio. Terms of this referral amount have been mutually agreed on email, and pay-out will be made in the same manner as above mentioned. This amount will be subject to TDS deduction.
- Your principal **Duties and Responsibilities as Technical Instructor** shall be to:
 - Conduct classroom instruction, online instruction, and also orientation/demo sessions for new as well as previously enrolled students and prepare them towards DGCA Technical General examinations;

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- b) Develop & prepare course outlines, instructional procedures plus study materials for said subjects including revision, mock exams and such;
 - c) Keep up to date on DGCA Exam notifications and other examination guidance including keeping a track on students' exam application;
 - d) Present course material through use of audio-visual aids, classroom lectures, online training and additionally printed handouts;
 - e) Test students' progress, using oral interviews, written examinations, or a combination of tests to ascertain comprehension of subject matter;
 - f) Prepare reports of attendance, grades, and also training activities;
 - g) Keep records of training accomplishments;
 - h) Coordinate training activities with Operations Manager, Head of Ground Training & Promoters; and
 - i) Perform any other works, services, duties and responsibilities as required or as the Company may at its discretion assign from time to time.
4. Your principal **Duties and Responsibilities** as **Awareness Associate** shall be to:
- a) Generate student leads towards the services offered by the Company.
 - b) Brief and pitch the student leads or their parents about the services offered by the Company and attempt to convert leads to registered students.
 - c) Participate in marketing and promoting the Company and its services.
 - d) Attend to the queries of student leads and provide guidance commensurate with the service offered by the Company
 - e) Keep a record of student leads with whom Program details are shared, generate excel sheets and share with partner Flight Schools.
 - f) Keep a detailed record of student leads spoken to and provide status update to partners on a weekly basis.
5. **Attendance and Reporting:**
- a) Reporting: You will be required to report to Head of Ground Training and/or the partners of the Company, as per their availability, on a weekly basis about the progress, development and feedback with respect to the students;
 - b) Working Hours: Your working hours will be as required to facilitate the lectures in order to complete DGCA prescribed syllabus for Technical General as well as time spent to pitch and convert leads, however it is hereby clarified that your working hours may be increased/decreased as per the Company's requirement to fulfil all commitments to all our students and batches, and shall be subject to the Company's policies updated from time to time and will be mutually agreed.
 - c) Place/Transfer: Your present place of work will be in Mumbai at the Operating Office, or from home as required for offline/ online lectures.
 - d) Leave: You will be eligible to the benefits of the Company's leave rules on your confirmation of your position in the Company.
6. **Intellectual Property**: You hereby agree and confirm that all training materials, documentation, media, videos, images, inventions, lectures, trade secrets, student information, technical information, business protocols and processes patents,, employee information, client information, vendor information, data and analytics, and all trademarks, trade names, all copyrights, sensitive information, and all intellectual properties and rights thereof and so on, along with all assignments, licenses and registration applications of the foregoing thereof (collectively "**IP**"), whether accessed/created/worked on/contributed to

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by you during the course of your appointment with the Company and/or in virtue, pursuance and performance thereof and/or in conjunction with your colleagues shall entirely and absolutely be owned by the Company, throughout the territory of the entire universe, in perpetuity. You also confirm with your signature of this letter, that you hereby irrevocably and perpetually assign any IP created by you during your employment with the Company, to the Company. You also confirm that the compensation received by you is fair, complete and final consideration for such assignment. You will fully cooperate with the Company in all its efforts to formalize, register and/or secure any of its rights in its IP in any territory, as and when required. The provisions of this clause will survive the term of your appointment or any termination thereof, in perpetuity.

7. **Confidentiality:** You will be required to maintain utmost secrecy in respect of our Company's IP, technology, commercial offers, design documents, policies, and Company's human assets profile and the terms of your appointment herein. Any of our technical or other important information which might come into your possession during the continuance of your service with us shall not be disclosed, divulged or made public by you even thereafter. You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the written permission from the Company.
8. **Probation/Confirmation:** Kindly note that the terms of your appointment contained herein and your appointment with the Company are subject to the probation period and confirmation of your position by way of execution of a long form agreement with the Company ("**Agreement**"). You will be on a probation period for **four months**. The Company may at its sole discretion extend or waive off the probation period.
9. During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.
10. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
11. **Termination:**
 - a) During the probation period your appointment can be terminated with seven days' or written notice by the Company and without any reasons whatsoever.
 - b) If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your appointment can be terminated by any party by giving a prior notice in writing (emails permitted) for a minimum period of two month's or such period of time that is required towards the completion of the training of the ongoing batch of students at the prevalent time, whichever is longer, and given our commitment to our students and the nature of our work, you hereby understand and agree to the same. However, subject to finding a suitable substitute, the Company may waive off any portions of the notice period required post confirmation of your position in the event that you receive an offer for employment as a pilot provided that you promptly supply cogent evidence of the such offer to the Company.

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- c) In the event that you remain absent for a continuous period of ten days without prior approval of your superior, the Company may terminate your appointment without any notice or intimation by immediate effect.
 - d) If at any time in the Company's opinion (that is final in this matter) you are considered as a non-performer or guilty of fraud, dishonest, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be immediately terminated without notice and on account of reason of any of the acts or omission the Company shall be entitled to recover the damages from you.
 - e) In the event of any termination or frustration, any amounts already paid to you shall be considered as the full and final settlement between the parties the Company shall not be liable to pay you any further consideration or severance thereof, however any advance payments made to you shall be refunded by you. No termination, dispute or frustration shall affect any of the Company's ownership rights in the IP whatsoever.
 - f) In the event of any termination or frustration, you will duly return all confidential information, materials, properties, IP and data to the Company promptly and in any event before the last day of the notice period.
12. You will not accept any present, commission or any sort of gratification in cash or kind from any person or entity connected with the Company and if you are offered any, you will immediately report the same to the Company.
13. You will not solicit any work directly or indirectly from any existing or potential clients and/or students of the Company, and if any such person or their representative (s) approach you, you will promptly report the same to the Company.
14. You will not, during your employment with the Company, or one year after leaving the Company accept any employment or do any work that may be reasonably considered to be in competition with the normal business of the Company unless mutually agreed in writing.
15. You will be required to comply with all such rules and regulations as the Company may frame from time to time.
16. This appointment letter 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.
17. **Dispute Resolution:** In the event that any dispute that arises between the parties in connection with this Appointment Letter, the construction of any terms of this letter or the representations, obligations, rights, duties or liabilities of the parties herein, the parties shall conduct mediation in good faith to resolve such dispute. If mutual resolution cannot be reached within fourteen (14) days after the commencement of such mediation, the parties hereto mutually agree to resolve the dispute by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator mutually appointed by the parties. Any award made in such arbitration will be final and binding on the parties. The venue of

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arbitration proceedings shall be Mumbai and the arbitration proceedings shall be conducted in English.

18. This letter sets forth the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and shall only be superseded by the employment agreement, if any. This letter may not be amended except in writing and signed by both Parties. If any provision of this letter is held to be void or unenforceable, the balance of this letter will remain in full force and effect. At no time shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or collaboration for the purpose of sharing any profits or ownership in common.

18. By accepting this offer, you agree to sign the employment agreement & non-disclosure agreement as required by the Company upon confirmation of your position. Scanned and electronic signatures shall be deemed original for all purposes.

19. Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance of the terms herein. We welcome you to the AirBUZZ family and look forward to working with you.

With best wishes, For Airbuzz Training Solutions LLP

Sincerely,

Mrs. Zeenisha Aditya Nasta
Designated Partner
DIN : 8950527
AirBUZZ Training Solutions LLP

Acceptance:

I confirm my acceptance of this appointment, with pleasure.

Ms. Annie DSouza

Mobile: +91 9769819949
Email: annied410@gmail.com
Date: 25-Jun-21
Place: MUMBAI