

Extramarks Education India Private Limited

D-180, Sector-63, Noida U.P. - 201301,  
India, Ph.: +91-0120-4175300

Date: 19<sup>th</sup> August 2019

Name: Bhavya Kilaru  
Emp Code: E9284  
Location: Hyderabad, Andhra Pradesh

**SUBJECT: APPOINTMENT LETTER**

Dear Bhavya,

This is with reference to your interview and the offer of appointment issued to you. We are pleased to appoint you as "Business Development Executive" in this company on the following terms and conditions:

- 1) DATE OF APPOINTMENT: Your date of joining is 1st July 2019.
- 2) SALARY: Your Annual CTC shall be **Rs. 400008/- (Rupees Four Lakh Eight Only)** on cost to the company basis, subject to statutory deductions such as Professional tax, Income Tax etc.
- 3) PROBATION: You shall be on probation for a period of 6 months from the date of your joining. On successful and satisfactory completion of your probation, the Company shall confirm your services in writing. In case your performance is not found satisfactory, your probation period may be extended, on the discretion of the Management. During the initial or extended probation period, if your services are not found satisfactory, your service may be terminated without any notice.
- 4) EMPLOYMENT STATUS: You are required to devote yourself exclusively to the business of the Company. You shall not take up any other work for remuneration or otherwise (part time or otherwise) or work in any capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business without permission in writing of the management. You shall also not indulge/involve yourself in any activity, which may hamper/damage the Company's business operations/image directly or indirectly.
- 5) INCREMENTS/PROMOTION: Increments and Promotions will be based on Individual performance & as per the policy of the company.
- 6) LEAVE: You would be entitled to the leave as per the Leave Rules of the Company. The sanction of leave shall be subject to the exigency of work.
- 7) OFFICE TIMING: You will work in shifts and the shift timings will be notified to you from time to time. The shift timing is liable to periodic changes.

- 8) You will be liable to pay damages to the company for losses caused by you directly or indirectly to company's property.
- 9) Your address as intimated by you at the time of joining shall be deemed to be correct address unless the change has been communicated by you and every communication addressed to you at the aforesaid address shall be deemed to have been served upon you. In case of any change in residential address, you will intimate the same in writing to the Human Resources Department/ Manager within seven days.
- 10) SECURITY & CONFIDENTIAL INFORMATION: You will not disclose to others, or take or use for your own purposes or for the purposes of others, during the tenure of this Appointment with the Company any content, programming/work accomplished or any trade secrets, confidential information, knowledge, data or know-how in the Company's possession (including but not limited to content developed, software, digital learning solutions, processes and compilations of information, client lists, clients files and material), [hereinafter collectively called the Confidential Information], whether or not developed and/or acquired by work. You agree that these restrictions shall also apply to:
- a. Information, knowledge, trade secret, data or know-how belonging to third parties in the Company's possession and
  - b. Information, knowledge, trade secret, know-how or data conceived, originated, discovered or developed by you.

You recognize that this obligation applies not only to products of the company or technical information, but also to any business, finance or marketing information that the Company treats as confidential. Any information of the Company, which is not readily available to the public, shall be considered to be a trade secret and part of the Confidential Information unless the Company advises you otherwise in writing. You shall treat all information regarding the clients of the Company as highly sensitive and classified and shall take extraordinary care in maintaining utmost secrecy.

- 11) PROTECTION OF INTEREST: During your tenure of employment with the Company, if you conceive, develop or acquire directly or indirectly any new or advanced methods of improving content/new marketing methods/programming/software/technique/systems, such developments need to be communicated to the company. All the efforts put in by you and products generated will be patent/copyright of Extramarks Education India Private Ltd. The Company reserves full rights on all your efforts, direct and indirect, during your tenure with the Company. You shall not claim or use the content, business methods, programming, algorithms, code, design, manuals and other project/product related information, in part or full, for any reasons whatsoever.
- 12) ASSIGNMENT: Further you hereby assign to the Company all rights, title and interest in all ideas, developments, inventions, discoveries, improvements etc. which shall be made, developed or conceived by you during the tenure of this agreement and also assign to the Company the right to apply for patents/copyrights of all ideas, inventions, discoveries, improvements etc. which shall be made, developed or conceived by you during the tenure of this agreement. You also agree to pay damages to company for the loss caused by you.

- 13) You are required to furnish the correct facts of your previous service. If any declaration made or information furnished by you to the Company proves false or correct information found to have been suppressed, your services are liable to be terminated without any notice or compensation and without prejudice to the legal and/or other remedies available to the management.
- 14) PRIVACY & COPYRIGHTS/IPR's: For all the digital learning solutions (including but not limited to content developed, software, digital learning solutions, processes and compilations of information, records and specifications, administrative and accounting information, client lists, client files and material) company owns the copyright & IPR's. Even if it is developed by you during your employment with the company, you do not become the owner of such intellectual property and copyrights.

Copying or using company's digital learning solutions and software as mentioned above without proper authorization will be treated as a theft and legal action will be initiated against you and you will be liable to make good the damages suffered by the company due to such act. Also your services will be terminated with immediate effect without prior notice.

- 15) ABANDONMENT OF EMPLOYMENT: Upon unauthorized absence from work for a continuous period of 10 days including overstay after expiry of sanctioned leave, it will be presumed that you are no longer interested to continue your services in this organization and your employment shall automatically come to an end without any notice or intimation. Your name shall be struck off from the rolls of the company.
- 16) NOTICE FOR LEAVING: In the event of your resigning or leaving the organization after completion of your probation, you would be required to give a written notice of One month or shall be liable to compensate the company equivalent to your one month salary. Similarly, the company may also terminate your service by giving one month notice on the sole discretion of the management.

During the probation period including extended one, you shall be required to give minimum seven days' notice for leaving the services or pay salary in lieu of notice. Similarly, management shall also give notice of seven days or pay in lieu of notice, if removed from service during probation period.

In the event of leaving or termination of your employment, you undertake to promptly deliver to the Company all documents (related to campaign, product and process information booklets, scripts etc.) and equipment, notebooks, computer disks, files, documents, memorandum, reports, samples, books, records, correspondence, lists, or other written, graphic or computerized reports, and all other material of any kind relating to Extramarks Education India Private Ltd. business or pertaining to or relating to any Confidential Information, which are or have been in your control &/or possession and not retain any copies and extracts there from. During the period of this Agreement and for a period of five years thereafter, you hereby undertake and agree not to compete with the Company in any of its businesses in any geographic market with which the Company now or later on at the point of time of termination of this agreement is active. You also undertake not to solicit or accept employment or otherwise offer your services to any client of the Company during the period of this Agreement and also up to a period of five years after termination. You acknowledge and understand and agree that such restrictions are necessary to protect the Company's business which is mainly based on the Confidential Information

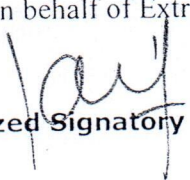
and that you shall not violate these restrictions in respect of the confidential information that you would access during the term of this agreement. You also acknowledge and agree that the Company would suffer irreparable loss by such violations which would make you liable for civil and/or criminal action besides making you liable for payment of damages for the business losses suffered owing to your wrongful acts.

- 17) TRANSFER: You will be liable to be transferred to any other location, departments, establishment, factory or branch of the company or subsidiary, associate, client or affiliate of the Company in India or abroad and will have to do any work other than your assigned work if required. In such a case, you will be governed by the terms and conditions of service as applicable to the new assignment.
- 18) DISCIPLINE: You shall strictly abide by the rules, regulations, office order and instructions issued by Senior Management from time to time. Any instance of improper conduct, misconduct, reckless behavior or gross negligence about your duties or any other activities which can vitiate the working environment or cause harm to the expectation of the company, can lead to termination of your employment without any notice or disciplinary action can be taken against you.
- 19) UNDERTAKING: You will undertake that for a period of six month after leaving the company, you will not seek or obtain employment or consultancy directly or indirectly with any other company entity/organization or their associates/affiliates, which is in competition with Extramarks Education India Private Limited directly or indirectly.
- 20) RETIREMENT AGE: Your age of retirement in the company is 60 years.

During the stay with the company, you will be governed by the Service Rules & practices of this organization, as amended from time to time.

Please sign on the duplicate copy of this letter as a token of your acceptance of the same.

For and on behalf of Extramarks Education India Private Ltd.

  
Authorized Signatory

I have read and clearly understood all the terms and conditions of my appointment letter. I accept the same. I also agree to terms and conditions of employment.

(Bhavya Kilaru)

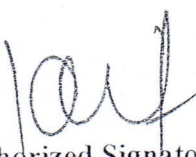
**Annexure A**  
**Cost To Company**

Employee Code	E9284
Name	Bhavya Kilaru
Designation	Business Development Executive
DOJ	1st July 2019
Department	Retail
Location/Branch	Hyderabad, Andhra Pradesh

<b>Benefits (A)</b>	<b>Monthly</b>
Basic	16667
HRA	8366
Conveyance Allowance	3500
Medical Allowance	3000
Statutory Bonus	
Company Contribution to ESIC	
Company Contribution to Provident Fund	1800
<b>Total Cost To Company (CTC)</b>	<b>33334</b>

In Words- Rupees Thirty Three Thousand Three hundred Thirty Four Only

Note: Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules.

  
Authorized Signatory