



Dear **Swarna Gupta**

Subject : Appointment in the position of **Operations Executive**

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your appointment for the above said position in **Edupolis Technologies Pvt. Ltd. (Unschool)** subject to the following terms and conditions.

AGREEMENT CUM APPOINTMENT LETTER

THIS AGREEMENT is made on the **27th of February 2020** between

Edupolis Technologies Pvt Ltd., a company registered under the Companies Act, 2013 having its registered office at **Hyderabad** (hereinafter called the “**Company**”) of the one part;

and

Swarna Gupta (Hereinafter called the “**Employee**”) of the other part. WHEREAS

The Company is desirous of appointing **Swarna Gupta** as its Operations Executive and the Employee has agreed to accept the appointment on the terms and conditions outlined herein below.

NOW THIS AGREEMENT WITNESSES as follows:

1. The monthly salary package of the Employee will be as per the terms mentioned in this letter. Based on the periodic reviews the Employee's compensation package may differ as per the compensation policy applicable to other employees of the Employee's category in the respective department.
2. The Employee shall perform such duties and exercise such powers, that may from time to time be assigned to or vested in him/her by the Company.
3. The Employee shall, unless prevented by ill health or any unavoidable cause, during the continuance of the term of his office devote his whole time, attention and abilities to the business of the Company.
4. The Employee shall confirm and comply with the directions of the Board of Directors of the Company from time to time. The Employee shall faithfully serve the Company to the best of his/her abilities and shall make his/her utmost endeavour to promote interests of the Company.
5. The Employee shall, agree to enter into an internship period of 6 months and will perform his/her office operations till the end of the period of the said period on a stipend and internship basis, post which the Employee will be given a full-time status in the company.
6. You will be based and working out of **Hyderabad** from the office location.

7. The Company may terminate this agreement at any time before the expiry of the stipulated term by giving one month's prior notice in writing to the Employee. Without prejudice to anything contained herein, the Company can terminate the Employee's contract any time if the Employee-

- Commits any material or persistent breach of any of the provisions contained herein.
- Be guilty of any default, misconduct or neglect in the discharge of his/ her duties affecting the business of the Company.

1. WORKING HOURS:

The standard working hours for the Employee will be 11:30 AM to 8:30 PM, 5-6 days in a week. In view of the Employee's position in the Company, the Employee shall effectively perform to ensure results and will be expected to work beyond the standard working hours to achieve the results, whenever the job so requires. Additionally, the Company may implement staggered work shifts, in rare cases of necessity. In such an event, the Employee shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

2. DATE OF JOINING:

As per discussions, the Employee will report to the Company on **4th May** at Office - **Address:** H.No. 1-11-251/3, Ground Floor, Behind Shoppers Stop, Begumpet, Hyderabad - 500016, Telangana.

3. INTERSHIP:

The Employee shall be on an internship basis for a period of **six months** from the date of joining the Company. The internship period of six months may on the sole discretion of the Company be further extended depending on the performance of the Employee (hereinafter referred to as "Extended Probation Period"). The employment will be deemed confirmed, unless otherwise communicated to Employee in writing for reasons not limited to performance. The Company reserves the right to terminate the tenure of the job on performance or behavioural grounds.

During the internship period for matters related to discipline or performance, the Company reserves the right to take action in accordance to the policy of the Company. The stipend during the month of internship will solely be dependent on performance with a base stipend being provided.

4. LEAVE:

The Employee will be entitled to a total of 12 sick leaves in a year where not more than one day of leave can be redeemed per month and 12 paid leaves in a year where not more than one day of leave can be redeemed per month. All National holidays will be holidays for all employees. The Company reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to the Employee.

5. NOTICE PERIOD; TERMINATION:

a) During the internship or the extended probation period, the Company may terminate the contract of employment by giving a written notice, to the other party. The Company reserves the right to terminate the employment by giving compensation equivalent to one month's salary which is based on annual fixed compensation, in lieu of the notice period. In case the termination is initiated by the Employee, a **notice period of 45 days (1.5 months)** is applicable.

b) In the event the termination is initiated by the Employee without adhering to the notice period, the Company reserves the right to recover from the Employee upto 3 months' salary which is based on annual fixed compensation, in lieu of breaking the notice period contract which is established a period of 1.5 months, subject to the release date being approved by the Company.

c) Even when the termination is initiated by the Employee, in case of breach, the Company may, at its discretion, relieve the Employee from a date it may deem fit, at any time before expiration of the notice period (1.5 months from the date of acceptance of resignation by the Company). The Company will agree to the release date and salary payment in lieu of notice period. However, during the notice period, the Employee shall cooperate with the Company in ensuring smooth and proper hand-over of the Employee's responsibilities, failing, which the Company shall be, authorised to withhold/ forfeit the Employee's dues.

d) The Company may also terminate/ suspend the Employee's services immediately at its discretion at any time without giving any notice or amount in lieu of notice, if it has been alleged and prima facie established through preliminary internal enquiry that the Employee has committed

- (i) any heinous criminal act or any offense involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.),
- (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws), or
- (iii) other act that threatens or likely to damage Company's reputation, or
- (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies, or
- (v) any activity leading to loss of business for the Company.

e) The Company also expects that the Employee voluntarily discloses details of any of the above acts to the Company at the time of joining or during the Employee's employment with the Company, as applicable, based on which the Company may terminate/ suspend the Employee's services at its discretion at any time immediately upon providing a written notice to the Employee.

6. BASKET OF ALLOWANCES (BOA)

The Basket of Allowances will be paid to the Employee as part of the Employee's salary every month. The components are as follows: Basic Pay, HRA, Internet, Special Allowance and Provident Fund.

The Employee has the flexibility of changing the amounts under each of the above mentioned heads, within his/ her BOA, according to the Employee's preferences and income tax plan.

7. NON DISCLOSURE AGREEMENT

During the Employee's employment, the Employee may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this appointment, the Employee acknowledges that all of this information must be kept strictly confidential, and should not be used for the Employee's own purposes or disclosed to anyone outside the Company, unless authorised by the in writing by the Company. In addition, the Employee agrees that, upon termination of the employment (for any reason whatsoever), the Employee will immediately return to the Company, all of its property, equipment, and documents, including but not limited to electronically stored information. The Employee agrees to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of the employment with the Company.

8. NON COMPETE AND NON SOLICITATION

The Employee undertakes, agrees and covenants with the Company that for a period of **6 (six) months** from the termination/ expiry of this contract, as the case may be ("**Non-Compete Period**"), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology.

The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of the Company.

The Employee acknowledges and deems the terms and conditions of this contract, including the remuneration given hereunder, to be adequate consideration for giving the undertakings contained in this clause.

Continued...

9. EARNINGS

The Employee shall be joining as an Intern for a duration of 6 months where the salary would be based on the Employee's performance. A **base stipend of INR 7,500 per month** is provided to the the Employee during the internship period. Upon meeting the required targets, the Employee shall be receiving a stipend of **up to INR 15,000** i.e; extending anywhere between INR 10,000 to INR 15,000. After the Internship Period, based on the Employee's performance, the Company has the right to uphold or withdraw the employment offer.

The targets shall change every month at the sole discretion of the Company and will be communicated in the beginning of the month by the Employee's Head of Operations/ Direct Manager to the Employee.

Refer below for the split up of the salary structure for the full-time role (after the internship period) as an Operations Executive at Edupolis Technologies Pvt Ltd. (Unschool).

Name	DOJ	Designation
Swarna Gupta	4th May 2020	Operations Executive

Components	Per month (INR)	Annual (INR)
Base Salary	10,000	1,20,000
HRA	4,000	48,000
Telephone and Internet	2,000	24,000
Special Allowances	7,200	86,400
Provident Fund	1,800	21,600
Total	25,000	3,00,000
Deductions:		
PF Employee	1,800	
PF Employer	1,800	
PT	200	
Take home	21,200	

Continued...

A Certificate and a Letter of Recommendation (LoR) will also be written in the Employee's favour by the Co Founder, if the Employee excels in his/ her role.

We hope you have a great learning experience with us and grow in the process of this role.

Thanking you.

Yours faithfully,
for Edupolis Technologies Pvt Ltd (Unschool)



Rahul Varma
Co-Founder and CEO
Unschool.

Authorised Signatory

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed: _____

Date: _____

Name: _____