



PRIVATE & CONFIDENTIAL

April 01, 2021

Dhaarini Shraddha V,
37,B7,Murali Anand Apartments, Loganathan Colony,
Mylapore, Chennai - 600004

LETTER OF EMPLOYMENT

Dear Dhaarini Shraddha V,

The basic terms and conditions of your employment are as set out in this Letter of Employment. This document incorporates the written particulars of employment with Wiley India Private Limited (will be referred to as "the Company" hereafter) required to be given to you by statute.

1. Job Title

1.1 You will be employed as **Mthree Alumni - IT Support Specialist** and would be reporting to the **Alumni Engagement Manager** or any other person nominated by the Company as maybe. Such position and title information are merely descriptive and not intended to limit your duties or functions or guarantee you a certain job. Furthermore, your designation and role may be changed by the Company upon giving prior notice to you.

1.2 Your first six months of employment with Wiley are classified as probation. At the completion of six months services, your performance will be assessed by your manager and provided that you are performing to the standard required, your appointment will be confirmed in writing. Until receipt of a written notification of having successfully passed the probationary period, your employment shall be deemed probationary. If deemed necessary, your probation may be extended for a maximum further period of three months.

At any time during the probationary period, termination of this contract shall be 15 Days' notice or pay in lieu thereof by either party.

1.3 You are expected to perform all duties which may be required of you in this role as assigned by your Superior.

1.4 Wiley India Private Limited may, at its discretion, require you to perform additional or other duties, not within the scope of your normal duties and may at its discretion amend your Job Description at any time. During the period of your employment, you shall whenever require by the Company, undertake such traveling in India and elsewhere in connection with or in relation to the business of the Company. You may also be placed in the work premises of any client of the Company, as may be determined by the Company at its sole discretion.

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csupport@wiley.com | www.wiley.com | www.wileyindia.com

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Registered office address: 4436/7, Ansari Road, Daryaganj, New Delhi 110002, India
CIN No.: U74899DL1999PTC099286

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1.5 Your date of hire is **April 05, 2021**.

2. Place of Work and Duties

2.1 Your normal place of work is our office in **Bangalore**. Wiley India Private Limited may, however, require you to work at such other locations as per organizational requirement

2.2 You may be required to travel to fulfil the duties of your employment.

2.3 Other Duties¹. You shall ensure that during the Term, you shall not behave in such a manner that would be construed as being in violation of the policies of the Company and/or of applicable law. In addition to the above, you shall at all times during the Term:

- a. keep the Company promptly and fully informed in writing (emails included) of your conduct of the business or affairs of the Company and also provide such further information, records and/or explanation as the Company may require within 15 days of receipt of such request from the Company;
- b. conform to the normal working hours as per the policies of the Company and applicable law;
- c. not directly or indirectly request, agree to receive, or accept kickbacks, payoffs or other payments or transfers of anything of value in monetary terms;
- d. not at any time make or cause or permit to be made any untrue or misleading statement in relation to any products or services provided by the Company or in relation to the Company.
- e. not to disparage the Company or any of its officers and employees, or act in any manner whatsoever which may damage the business of the Company or which would adversely affect the goodwill, reputation, and business relationships of the Company with the public generally, or with any of its patrons, clients, patients and customers, whether existing, prospective or otherwise;
- f. make full and true disclosure in writing to the Company of any direct or indirect interest the you have has in connection with any contractual arrangements, dealings, transactions or affairs of the Company; and
- g. not take employment with or obtain work in any capacity or designation from any other person, firm, company or any other entity, whether office-based or home-based, whether in India or elsewhere, whether for consideration or otherwise, in any business or profession related however remotely to the business, in any form or manner whatsoever during the Term.
- h. be in compliance with the Company's IT policies, particularly be in compliance with matters involving Cyber Security Risks. Towards addressing Cyber Security Risks, the Company reserves the right to send deceptive 'simulated phishing' email to you from time to time to gauge staff security awareness and compliance. You are advised that by clicking on 'simulated phishing'

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email by you shall be looked at adversely by the Company and repeated clicking on such 'simulated phishing' emails will be considered as breach of the terms and conditions herein, and may result in termination of your engagement with the Company.

- 2.4 During your employment with the Company you are required to adhere to the Company's policies and procedures. The Company reserves the right to amend these from time to time and when amendments are made you will be notified of any changes. It is your responsibility to ensure that you are familiar with and understand these policies and procedures. You will also be required as a condition of employment to accept and sign in agreement with various policies and procedures of the Company's clients as part of your employment where you are engaged by the Company to provide services to such clients.

3. Working Hours

3.1 Normal Operating hours will be from **8.30 hours every day** except on weekends or as per your shifts. These may change based on your role and business requirement and will be communicated to you from time to time. You are required to complete 42.5 hours per week and you will be required to maintain the records of the same and update as required in the electronic time sheets software or any equivalent system provided by Wiley India Private Limited.

3.2 During your normal operating hours and at such other times as may reasonably be required of you, you shall devote the whole of your time, attention, skill and abilities to the performance of your duties under this Contract and shall act in the best interests of Wiley India Private Limited. You shall not undertake any work or employment, other than for the Company, during your hours of work.

3.3 Outside your operating hours of work, you shall not be entitled to be employed by, work for and/or be engaged by other parties.

4. Remuneration and Performance Review

4.1 You will be entitled to a **package of Rs. 500,000/- (INR Five Lakhs)** per annum.

4.2 The remuneration paid to you has taken into consideration the status and responsibilities of the position being offered to you, including towards the obligations under this letter, and as such you will not be entitled to any other payment by way of deferred wages, overtime etc. All benefits applicable to you shall be as per the provisions of the Company's policies prevalent at that point of time and in accordance with applicable law.

4.3 The breakup of your remuneration in terms of **Compensation and Benefits** will be as per Annexure I along with this contract.

4.4 Your performance and salary will be reviewed on Half -Yearly basis. The purpose of salary review is to ensure that Wiley India's employees remain competitively compensated but this may not necessarily lead to an automatic entitlement of a salary increase. Salary increase will depend on your appraisal performance. After every 6 months, you will participate in an appraisal of your performance to provide you feedback on your performance and provide a means of reviewing your performance.

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You shall be responsible for your own personal tax matters. Increments will also depend on the Company performance in addition to that of the individual.

4.5 Your salary is strictly confidential, and you are expected to maintain its confidentiality. Any breach of this confidence will be viewed with utmost seriousness.

5. Insurance

5.1 Wiley procures Group Insurance coverage on your behalf. You will be provided with medical benefits immediately after your joining. However, only maternity hospitalization coverage can be availed upon completion of the confirmation period. The insurance company (insurer) terms and conditions shall apply to your coverage.

6. Other Benefits

6.1 You will be entitled for an employers' contribution of Provident Fund to the extent of @12% of basic salary, with a ceiling limit of Rs. 65,000 monthly of basic salary.

6.2 You will be entitled to all other statutory benefits wherever applicable.

6.3 [The Company shall reimburse all reasonable business-related expenses properly incurred on behalf of the Company by you in the course of your employment, as per the relevant policies of the Company in force at the time of incurring such expense. Such reimbursement shall be subject to you submitting all documentation, expense statements, vouchers, and such other supporting information as the Company may request, or as may be consistent with the standard policies and practices of the Company. The reimbursement shall be as per the limit mentioned in the Policies of the Company prevalent at that point of time or as expressly permitted by the Company on a case to case basis.]

7. Non- Compete and Non-Solicitation

7.1. You acknowledge that, during your employment with the Company, is likely from time to time to obtain knowledge of trade secrets, Intellectual Property rights and other Confidential Information of the Company and its Affiliates and to have dealings with the customers, clients and suppliers of the Company.

7.2. You undertake that, you shall not, for the duration of the Term, and for a period of [12] months after such date, either personally or through an agent, company or through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise:

- a. be concerned in any business that directly or indirectly competes with the business of the Company;
- b. accept employment or engagement as a consultant with any client of the Company, where you have been directly involved in performing services to the relevant client during the last 12

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months of your employment with the Company, without the permission of the Company in writing;

- c. except on behalf of the Company, canvass or solicit business for services similar to those being provided by the Company, from any person who is a customer of the Company;
- d. directly or indirectly, solicit, recruit, induce or attempt to persuade any customer, client, employees, suppliers, vendors, consultants of the Company and/ or its affiliates to cease to be a customer, client, employees, suppliers, vendor, consultant of the Company and/ or its affiliates for the Employee's own benefit or for the benefit of any other person or entity; and
- e. directly or indirectly, solicit, recruit, induce or attempt to persuade any director, senior management personnel or employee of the Company and/ or its affiliates to leave the employment of the Company and/ or its affiliates.

7.3. You recognize that the foregoing covenants and the time and other limitations with respect thereto, are reasonable as to the duration and subject matter, properly required for the adequate protection of the value and goodwill of the Company, and agree that such limitations are reasonable with respect to the business activities of each of the employee and the Company.

8. Confidentiality

8.1 During the course of employment with the Company all information, whether verbal, in writing or stored by electronic or mechanical means, including all notes, analyses and studies prepared by you ,whether relating to the Company, its Customers or any company within the John Wiley & Sons group of companies is strictly confidential.

8.2 During or after your employment with Wiley India Private Limited, you are expected to professionally protect all confidential matters of Wiley and shall not reveal any of the affairs or secrets of the company to any other person(s) or use or attempt to use any information which you may require in the course of your employment in any manner which may injure or cause loss to the Company.

8.3 Wiley India Private Limited foresees that, during the course of your employment, you may create, originate, conceive, discover, design, develop and/or make works in or relating to which there may be Intellectual Property Rights. All Intellectual Property Rights in or relating to all or any works made during the course of your employment shall belong to and is the absolute property of the Employer. "Intellectual Property" means: (i) patents, patent applications, patent disclosures and invention (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including, without limitation, computer programs and mask works) and registrations and application for the registration thereof; (iv) trade secrets, know-how and other confidential information; (v) waivable or assignable rights of publicity and waivable and assignable moral rights; (vi) unregistered and registered design rights and any application for the registration thereof; (vii) data, database rights and all other forms of intellectual property and all rights or forms of protection of a similar nature in any jurisdiction.

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8.4. Confidential Information shall not include information that, you can demonstrate by sustainable evidence:

- a. is, or hereafter becomes, through no act or failure to act on your part, generally known or available. You shall immediately on coming to know that any Confidential Information has become generally known or available, inform the Company of the same in writing (email included).
- b. is known to you at the time of receipt of such information. You shall immediately on receipt of such information disclose in writing (email included) to the Company that such information was already in your possession.
- c. is hereafter furnished to you by a third party, as a matter of right and without restriction on disclosure, there being no obligations of confidentiality attached to the source of such information. You shall immediately on receipt of such information inform in writing (email included) the Company of the same.

8.5. Without prejudice to the generality of Clause 8.4:

- a. You shall not try to gain access to any Confidential Information, except as entrusted in furtherance of your duties. You also understands that, for any reason, if you gain access to such Confidential Information, you shall immediately inform the Company of the same and the reasons for gaining such access/intrusion. You undertake, under such circumstances, to maintain utmost confidentiality of such Confidential Information.
- b. You shall keep all Confidential Information, confidential and shall not disclose the same to any third party or use the same for your own benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by herein or except with the prior written consent of the Company.
- c. You shall protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorised use.
- d. You agree that you shall not ever directly or indirectly copy, duplicate, disseminate, publish, transfer, disclose, or divulge any of the Confidential Information to any firm, individual, entity, institution or other third party, unless otherwise so specifically authorized in writing, in advance, by the Company or to the extent required to perform your duties in terms herein.
- e. Your confidentiality obligations shall not prevent you from disclosing the same if required applicable law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that you give the Company notice of such intended disclosure and an opportunity to oppose the same.
- f. You confirm that all Confidential Information shall remain the sole and absolute property of the Company, in and to any of the Confidential Information, or part thereof, created in whole or part by you.
- g. In order to secure or preserve Confidential Information, the Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

9. Leave Entitlement

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9.1 Annual Leave

You will be entitled for fifteen (15) days annual privilege/earned leave with pay after one year of continuous service. An employee who joins during the calendar year will receive a prorated leave for the first year of service based on the date joined. These leaves can be accumulated to a maximum of 45 days. [Rules for encashment of leaves shall also be determined in accordance with the Company's Policies and Applicable Law. You are not required to come into work on public holidays determined in accordance with the Applicable Law and Company's Policies.]

9.2 Sick/Casual Leave

You will be entitled to Fifteen (15) days Sick and Ten (10) days of casual leave in one year. An employee who joins during the calendar year will receive prorated leave for the first year of service based on the date joined. Casual and Sick leaves cannot be accumulated beyond the calendar year.

9.3 Maternity Leave

Every woman employee will be entitled for a maximum of 26 weeks maternity leave as per the Maternity Benefit (Amendment) Act, 2017.

9.4 Global Parenthood Leave

Every employee will be entitled for a maximum of 4 weeks parenthood leave on attaining parenthood.

9.5 Adoption Leave

Every employee will be entitled for a maximum of 12 weeks Adoption leave.

9.6 Bereavement Leave

Every employee will be entitled for maximum of 5 days (3 days + 2 days for outside neighboring states) Bereavement leave. Bereavement Leave (BL) can be availed within 7 days of occurrence of death of immediate family member (spouse, children, parents, grandparents, and parents-in-law).

9.7 Marriage Leave

Every unmarried employee will get maximum of 5 days Marriage leave. Marriage Leave can be availed on first legal marriage and can be utilized consecutively or non-consecutively 2 weeks before or within 3 months from the date of ROM or customary marriage.

10. Termination

10.1 Either party can terminate by 15 days written notice during probation and 30 days thereafter

10.2 However, the Company reserves the right to terminate the employee's employment without notice and with immediate effect if:

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- a. The employee commits any material breach of any of his duties and responsibilities under this contract.
- b. Any particulars mentioned in the employee's application are found false at any point of time or found to have any willfully suppressed material information.
- c. If at any time in our opinion, which is final in this matter, the employee is found guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence of duty without permission or any other conduct considered by the company as detrimental to the interests of the Company.

10.3 At the time of termination / resignation, the employee will immediately hand over to the Company all correspondence, documentation, data, software, etc. belonging to the Company or relating to its business and shall not make or retain any copies of these items.

10.4 If the employee shall, at any time, be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he/she shall inform the Company and supply it with such details as it may reasonably require, and if he/she is unable by reason of ill-health or accident or disability for a period of 60 days in any period of twelve consecutive calendar months to perform his duties hereunder, the Company may forthwith terminate his employment hereunder.

11. Remedies

- a. In the event of a breach or a threatened breach of any of the covenants contained in Clause 7 and Clause 8, the Company shall, in addition to any other remedies including but not limited to an action for injunctive relief, suit for damages, and other legal remedies provided herein or otherwise available under Applicable Law, be entitled to have such covenants specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any material breach of any of the covenants will cause irreparable injury to the Company and that monetary damages will not provide an adequate remedy to the Company. Accordingly, in the event of any breach or threatened breach by you of any of the provisions of this agreement the Company shall, in addition to and not in limitation of any other rights, remedies, or damages available to the Company at law or in equity, be entitled to a temporary restraining order to prevent or to restrain any such breach by you and/or by all persons directly or indirectly acting for, on behalf of, or with you.
- b. You shall fully indemnify, and hold harmless, and keep indemnified the Company including its affiliates, employees, directors, officers, consultants, agents, advisors, representatives and assigns, from and against, all losses, claims, actions, proceedings, suits, penalties, expenses, damages, fees (including reasonable attorneys' fees), arising directly or indirectly, as a result of, from or pursuant to: any breach or alleged breach of any the terms and conditions herein.
- c. No right, power or remedy herein conferred on the Company is intended to be exclusive of any other right, power or remedy. Every right, power and remedy shall, to the extent permitted by applicable law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise, and may be exercised from time to time and as often and in such order as may be deemed expedient by the Company.
- d. In any legal proceeding undertaken to enforce the terms and provisions of the agreement, the prevailing Party shall be entitled to reimbursement of its actual costs and expenses, including

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without limitation, its attorney, accountant and court fees and expenses resulting thereof.

12. General

12.1 Health and Safety

Wiley India Private Limited recognises that safe working practice is a joint concern for the Employer and its employees. The Employer is responsible for ensuring that working conditions conform to statutory requirements. To comply with these requirements there must be an acceptance on your part to act in a responsible manner and not to indulge in unsafe working practices. You are always required to observe and co-operate with safety procedures.

12.2 Retirement

You will retire on completion of 58 years of age.

12.3 Governing Law and Jurisdiction

The courts in New Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with your employment and each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the aforementioned courts. This terms of this letter shall be governed by and construed under the laws of India.

12.4 Consent

You hereby unequivocally consent to the Company collecting, using, or disclosing his/her personal information (as enumerated in the Information Technology (Reasonable Security practices and procedures and sensitive personal data and information) Rules, 2011 ("IT Rules"). Such data or information may be collected, used or disclosed for purposes such as administering the employment relationship, processing payments, conducting background checks, generally discharging all human resource management activities and legitimate interest of the Company. You also hereby consent to the Company transferring such personal information within the organisation to other states, territories or countries as required under Applicable Law for internal administrative purposes. Further, you also irrevocably agree to execute any other or additional document(s) which the Company / any third-party agency acting on its behalf may require in order to better perfect its rights in this regard. The Company represents that except for the purposes mentioned herein or if required under Applicable Law, the Company will not disclose to any third party or otherwise use in any manner, the personal information without your prior consent. The Company may, from time to time, monitor your use of the internet and of email communications received, created, stored, sent or forwarded by you on equipment provided by the Company to you for the performance of his duties where reasonably necessary to check facts relevant to the business, ensure compliance with Company's policies and procedures and investigate or detect unauthorised use of the Company's systems. You hereby provide unequivocal consent to such monitoring.

12.5 Business Conduct

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You must devote your whole time during normal business hours and you must use your best endeavors to promote the business and interests of the Company. It is expected that you will not without prior approval of management be employed in any way or for any purpose whatsoever for any part of your outside business hours for any person, firm or company other than for the Company. It is also expected that during the course of your employment you will not engage directly or indirectly in any other business that would constitute a conflict of interest with your employment with the Company. You may seek guidance from the Human Resources at any time if you are unclear of what constitutes a conflict of interest. You must not use Company equipment (including but not limited to computers, laptops, telephone, mobile telephone, facsimile, email, and internet) or Company time to conduct any business activity that is not related to the Company. Should it be found that you have used Company equipment or Company time to conduct business activity not related to the Company you will face disciplinary action up to and including dismissal.

12.6. Amendment.

This letter agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

12.7. Successors and Assigns.

The letter agreement shall inure to the benefit of the successors and assigns of the Company. The Employee may not assign his/her obligations hereunder, and any such assignment shall be void.

12.8. Waiver.

No term or provision hereof will be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent be in writing and signed by the Party against whom such waiver or consent is sought to be enforced. Further, waiver by any Party of any default or breach of any term or condition of this Agreement at any one instance shall not be deemed or construed to be a continuing waiver of default or breach of such term or condition for the future or any subsequent breach thereof.

12.9. Counterparts.

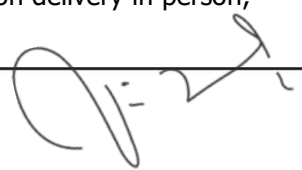
This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, and which shall together constitute one Agreement. Signatures sent by electronic means (facsimile or scanned and sent via electronic email, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

12.10. Notices.

All notices pursuant to this letter agreement shall be in writing and shall be deemed duly given when delivered to the respective office of the parties at the address set forth above or to such address notified by a Party from time to time, and shall be deemed to have been received (i) upon delivery in person;

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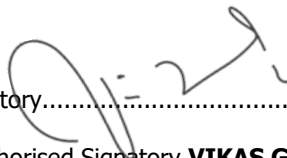
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(ii) upon receiving acknowledgment by registered post acknowledgement due (RPAD); (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by RPAD, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

Signed for and on behalf of Wiley India Private Limited by

Signature of Authorised Signatory.....

Name and Designation of Authorised Signatory **VIKAS GUPTA, MANAGING DIRECTOR**

I accept employment on the terms outlined in this Contract.

Signature of Employee.....

Name of Employee: **Dhaarini Shraddha V**

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Annexure I Salary Breakup

Name: Dhaarini Shraddha V
Designation: Mthree Alumni - IT Support Specialist
Date of joining: April 5, 2021

Components	Cost to the Company (Rs.)	
	Monthly	Annual
Basic	23,320	2,79,851
House Rent Allowance	11,660	1,39,925
Special Allowance	3,887	46,662
Gross Salary	38,868	4,66,418
Employer Provident Fund ^{\$}	2,799	33,582
CTC (Cost to the Company)	41,667	500,000
Reimbursements/Benefits		
Mediclaime Insurance (For immediate family only)		400,000
Accidental Insurance	Three times of your annual salary	
Life Insurance	Three times of your annual salary	
Total cost to company (at the time of joining)		500,000
Total cost to company (after successful completion of 6 months and subject to excellent performance reviews)		600,000
Total cost to company (after successful completion of 12 months and subject to excellent performance reviews)		700,000
Total cost to company (after successful completion of 18 months and subject to excellent performance reviews)		800,000

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