

WILEY

PRIVATE & CONFIDENTIAL

April 01, 2021

Shankar Sahu,
QR no. - 1027, Sector-8/C,
Bokaro Steel City, Jharkhand - 827009

LETTER OF EMPLOYMENT

Dear Shankar,

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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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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9. Leave Entitlement

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

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prevailing Party shall be entitled to reimbursement of its actual costs and expenses, including 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.

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12.5 Business Conduct

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.

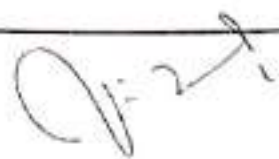
This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, and which shall together constitute one Agreement. Signatures sent by electronic means (facsimile or scanned and sent via electronic email, or signed by electronic signature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

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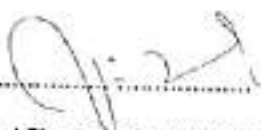
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12.10. Notices.

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; (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

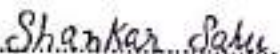
Signature of Authorised Signatory.....



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: **Shankar Sahu**

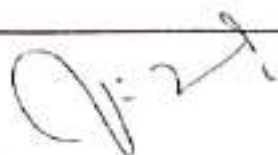
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Annexure I Salary Breakup

Name:
Designation:
Date of joining:

Shankar Sahu
Mthree Alumni - IT Support Specialist
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 ¹	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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