

IELTSMaterial,
Pride Hulkul
116, Lal Bagh Main Rd,
Bengaluru, Karnataka 560027
29th August 2022

Dear Usha Bhargavi Baluvu,

Employment Agreement

We are pleased to offer you employment on the terms and conditions set out below. These terms and conditions, together with all applicable regulations and policies of the Company, form the basis of your employment.

1. Position

Your employment will be with IELTSMaterial (the "Company"). Your functional title is Business Development Executive. During your employment, you may be required to perform work for related companies which would include sister concerns, subsidiaries or holding company of the Company (the "Related Company") and which together with the Company form the "Group".

2. Commencement Date and Location

You will be joining on or before 10/10/2022 and initially be based out of Bangalore although you may



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respect of the foregoing be rejected, your employment with the Company cannot commence and the Company will not be liable for any payment to you

4. Remuneration

(a) The cost to Company (CTC)

Your CTC will be INR 3,00,000 per annum [Three Lakh Rupees Only] which includes components like Basic Salary, HRA, allowances, provident fund contributions, etc (detailed salary structure is in Annexure A).

If you join the Company part-way through a calendar year, your basic annual salary will be prorated to reflect the portion of the year that you have started working for the Company. Any payment of your salary or other amounts due to you from the Company will be subjected to any and all applicable *withholding and/or other taxes payable* and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sum paid and/or other benefits provided to you by the Company.

You are required to continue for at least 6 months of employment with IELTSMaterial, else your Relieving and Experience Letter will not be provided.

5. Annual appraisal cycle

We will also have an Annual appraisal cycle in the month of January every year. The employees who have completed a minimum of 6 months with the organization are eligible for the same.

6. Hours of Work

Your official hours of work will be from 09:30 AM to 7:00 PM, 6 Days working (Weekly Off will be decided by the Manager). However, for certain specific jobs, different work schedules may apply to you, which will be explained to you by your manager if applicable. Business exigencies may require you to work beyond the specified hours, including the possibility of working weekends. You may also be expected to travel to other locations at times outside of your office hours of work.

7. Annual Leave

Your annual leave entitlement is 18 days (12 Casual Leaves and 6 Emergency Leaves) and will be in accordance with local law and/or Company policy in this regard. The annual leave entitlement will be prorated in your first year or in any incomplete year.

- (a) If you have taken more annual leave than you have accrued in terms of your leave entitlement, you will be required to pay to the Company the equivalent salary (basic salary, house rent allowance, and other allowances) for the annual leave period that you have taken in excess of

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your accrued entitlement. During the initial probation period of three months, you are permitted only **1.5 day paid leave per month**, failure to adhere to which will result in Loss Of Pay (LOP).

(b) If either you or the Company gives the notice to terminate your employment, the Company is entitled to insist that you take any outstanding annual leave during the notice period.

You can only take annual leave at times that have been agreed with your manager/division head. You must give reasonable notice of the dates that you want to take as annual leave. If you do not give sufficient notice, you may not be given permission to take those dates as annual leave.

8. Termination

(a) Termination with Notice

The Company or you may terminate your employment by giving 30 days notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice.

If the Company or you have given notice of the termination of your employment, the company may direct you not to perform any of your duties, to remain away from the Company's premises and/or not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period. Your full and final settlement will be processed after 45 days from the date of leaving.

For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such payment.

As an employee, if you underperform, you may be subjected to a **PIP** that will last for a duration of **one month or less** followed by a **probation period of 3 months** during which, if the performance continues to be sub-par, you may be terminated with a notice period of **3 days**.

(b) Termination without Notice

The Company may terminate your employment immediately and without any notice or payment in the event that:

- You are guilty of serious misconduct;
- You are guilty of a serious breach of the employment terms or conditions as mentioned in this letter;
- You intentionally disobey a lawful and reasonable direction of the Company;
- You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute;
- You are convicted of a serious criminal offense or a criminal offense which, in the

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- Company's opinion compromises your ability to perform your duties; or
- The result of any background checks or searches conducted by the Company is deemed unsatisfactory to it in its absolute discretion.
 - Your performance continues to be sub-par or completely unsatisfactory despite one/several warning letters.

(c) Non-Solicitation Agreement

You agree that at no time during the term of your employment with the Company will you engage in any business activity which is competitive with the Company nor work for any company which competes with the organisation.

For a period of one year immediately following the termination of your employment, You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company in which you were employed.

During the term of your employment, and for a period of one year immediately thereafter, You agree not to solicit any employee or independent contractor of the Company on behalf of any other business

9. Confidentiality

During your employment by the Company, you may learn trade secrets or confidential information, which relates to the Company and the Group. Unless you are required to do so in the proper performance of your duties, you must not:

- (a) Divulge or communicate to any person;
- (b) Use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- (c) Cause any unauthorized disclosure, through any failure to exercise due care and attention, of;

Any trade secrets or confidential information relating to the Company or to any Related Company or to the Group or the clients thereof. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to information about unique tangible and intangible products and services, information relating to the intellectual property rights and other proprietary materials, financial information, information relating to the clients and suppliers, administration and information systems, information relating to the business strategy of the Company or any Related Company or the Group as a whole.

If you are unsure about the confidential nature of the specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company or to any Related Company or to the Group. You understand and agree that your obligation of confidentiality survives the termination of your employment.

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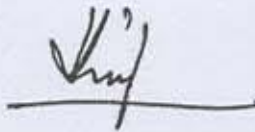
Annexure - A

The salary break-up calculation is based on a 12% PF contribution on Basic Salary. It may change depending upon regulatory changes and consequent changes in salary break-up would be applicable.

Salary Components	Monthly CTC (in INR)	Annual CTC (in INR)
Basic	12,500	150,000
HRA	6,250	75,000
Conveyance	1,600	19,200
Medical Allowance	1,250	15,000
Other Allowance	1,600	19,200
Subtotal (A)	23,200	278,400
Employer PF (B)	1,800	21,600
Employer ESI (C)	0	0
Gross Salary (A+B+C)	25,000	300,000

Your Sincerely

Acceptance



USHA BHARGAVI

Upneet Grover
Founder
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