



EMPLOYMENT AGREEMENT

This **EMPLOYMENT Agreement** (this “**Agreement**”) is made and executed on this **24th February 2022** at Hyderabad (hereinafter referred to as the “**Effective Date**”).

By And Between

Edupolis Technologies Private Limited, a company incorporated under the Companies Act, 2013 having CIN U72900TG2019PTC133380 and its registered office at Unschool, 2nd Floor, SNP Towers, 2nd Floor JANARDHANA HILLS SERILINGAMPALLY, Gachibowli, Hyderabad, Telangana 500032, India, represented by one of its director Mr. Rahul Varma (“Company” or “Employer” which expression shall, where the context so admits, include its heirs, successors, executors and permitted assigns);

And

Kriti Agrawal, S/D/O Hanuman Agrawal aged about **20** years and presently residing at **16, thana road, ward 18, Raigarh, Chhattisgarh, 496001**. hereinafter referred to as the “Employee”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, permitted assigns and legal representatives).

WHEREAS:

- A. In connection with the offer letter given by the Company date **06th June 2022**, the Company desires to employ the Employee and the Employee accepts the employment of the Company.
- B. In order to more clearly define the relationship between the Company and Employee, the Company and Employee desire to execute this Agreement; and
- C. The Company’s engagement and continual employment of the Employee is conditioned upon the Employee’s express acceptance of and adherence to the terms set forth in this Agreement.

The Company and the Employee shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

Words of

any gender are deemed to include those of the other gender such as “he” include “she”.

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OF THE MUTUAL BENEFITS HEREIN PROVIDED, THE COMPANY AND THE EMPLOYEE AGREE AS FOLLOWS:

1. Definitions:

1.1 "Affiliate" shall mean a Person that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under common control with, a specified Person, provided that, in respect of an Employee, Affiliates shall include his relative (as is such term defined in the Companies Act, 2013). For purposes of this definition, "control" means the possession, directly or indirectly, of the power to elect more than 50% of the governing board of such Person or to direct or cause the direction of the management and policies of the Person, whether through ownership of voting securities, partnership or limited liability interests, non-profit membership, contract or otherwise.

1.2 "Business" shall mean and include (i) e-learning platform for students (iii) and such other business as the Company may start in the ordinary course of business;

1.3 "Business Days" shall mean days other than, Sunday and public holidays in Hyderabad;

1.4 "Control" shall mean, with respect to any Person: (i) the ownership of more than 50% (fifty percent) of the equity shares or other voting securities of such Person, (ii) the possession of the power to direct the management and policies of such Person, or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, whether directly or indirectly, including through one or more other Persons; and the term "Common Control" and "Controlled by" shall be construed accordingly;

1.5 "Non-Compete Period" shall mean the period commencing on from the Effective Date and expiring after 12 (twelve) months from the termination of employment of the Employee in terms of this Agreement;

1.6 "Non-Competing Business" shall mean and include any business which does not compete, either directly or indirectly, with the Business or any other business as conducted / engaged by the Company, its Subsidiaries and Affiliates, from time to time.

1.7 "Person" shall mean an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

1.8 "Subsidiary" shall have the meaning given to it under the Companies Act, 2013;

1.9 "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. Duties and Functions.

2.1 Upon the commencement of this Agreement, the Employee shall occupy the position and perform the duties of **Operations Executive** of the Company. The Employee shall fulfill such general duties and responsibilities as are consistent with such position and as are assigned to him from time to time by the Company. Further, the Employee shall perform his duties and functions in such a manner as to achieve the goals set by the Company.

2.2 The Employee agrees that he shall be posted at **Telangana, Hyderabad**. However, during employment with the Company, the Employee may be posted/ transferred at any place in India to any of the offices of the Company or Affiliates either existing or to be set up, without any additional remuneration at the sole discretion of the management of the Company.

2.3 The Employee shall devote all his business time, attention and energies to the Business.

2.4 The Employee agrees that he will, at all times, while performing services for the Company, devote his reasonable best efforts, skill and ability and shall perform his responsibilities in a competent and professional manner.

2.5 The Employee further agrees that during the term of this Agreement, he shall not render commercial or professional services of whatsoever nature to any person or organization, whether or not, for pecuniary gain.

2.6 The Employee agrees and undertakes that during the term of this Agreement, he shall not hold any position (whether directly or indirectly, for profit or not) in any company, organization, entities, partnership and/or joint venture without the prior written consent of the Company.

2.7 The Employee agrees to abide by the rules, regulations, human resource manual, stock option scheme, personnel policies and other policies of the Company and any change thereof which may be adopted by the Company from time to time {"**HR Manual**"}

3. Compensation and Benefits.

3.1 The Employee shall be entitled to the following compensations and benefits as given below:

3.1.1 **Remuneration:** The Employee shall be entitled to the remuneration as set out in detail in **SCHEDULE 1** annexed hereto.

3.2 **Reimbursement of Expenses.** Upon presentation of supporting documentation as may be reasonably satisfactory to the Company, the Company may as per the its policies, reimburse all business-related expenses incurred by the Employee in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, boarding and lodging, telecommunications and entertainment in accordance with Company's policy in this regard.

3.3 **Withholding & Taxation.** The Remuneration (cost-to-company) paid to the Employee hereunder shall be subject to applicable taxes and the Company may withhold therefrom any amounts as are required to be withheld pursuant to applicable Law. Any tax liability arising in respect of payments made pursuant to the Agreement or income earned by the Employee while the Agreement is in effect shall be borne solely by the Employee. The Company shall only be responsible for withholding taxes from the payments made to the Employee pursuant to the Agreement and payment thereof to the credit of the government in accordance with the Income Tax Act, 1961.

3.4 **Leaves and benefits:** Subject to the applicable laws, the Employee shall be eligible for certain leaves such as casual leaves, sick leaves etc. The terms and conditions for such leaves is governed by the HR Manual of the Company and the Company reserves the right to modify the terms of such HR Manual without any consent of the Employee.

3.5 **Relocation Reimbursement Benefits:** Company shall reimburse as per norms for the expenses he/she and his/her family incur in relocating to the metropolitan area as required by the job in accordance with Company's Relocation Plan and/or as otherwise agreed by Company. In the event that Employee's employment is terminated within one year following the Joining date (i) by Employee or (ii) by the Company, Employee shall and hereby does agree to repay the Company in full for the Relocation Reimbursement done by the company.

3.6 **Joining Bonus Benefits:** If employee shall be entitled to receive a joining bonus, the Joining Bonus will be paid no later than 30 days following the Joining Date. In the event that Employee's employment is terminated within one year following the Joining date (i) by Employee or (ii) by the Company, Employee shall and hereby does agree to repay the Company in full for the Joining Bonus.

4. Term of the Agreement.

4.1. The Parties acknowledge that Employee's employment with the Company commenced on Effective Date and agree that it will continue unless terminated by either Party in accordance with the provisions of this Agreement ("**Term**"); Provided, however, that the employee agrees to serve the company for a minimum period of **6 months** from the effective date.

5. Termination of the Agreement.

5.1. Termination by Company for Cause;

5.1.1. The term "**Cause**" shall include;

- a) Unauthorized leaves taken from the Company;
- b) a material act of dishonesty, or fraud or other willful misconduct by the Employee that is detrimental to the pecuniary interests, reputation or goodwill of the Company, its Subsidiaries and Affiliates;
- c) the Employee's consistent failure to reasonably render the services and perform his duties or breach of any material obligation as provided in this Agreement, which is not cured within 30 (thirty) days following the Employee's receipt of written notice (include written letter or electronic mail) thereof in that behalf from the Company;
- d) unethical business conduct in violation of the policies of the Company or any anti-corruption laws as applicable in India;
- e) breach of any material statutory duty relevant to his role that, if capable of being cured and provided that such breach does not have a material adverse effect on the Company, has not been cured within 30 (thirty) days of the date of notice of such breach;
- f) unauthorized material disclosure of any Confidential Information of the Company, its Subsidiaries and Affiliates; and
- g) Conviction for any criminal offence.

5.1.2. The Company shall be entitled to terminate the services of the Employee for Cause immediately, without serving any notice period to Employee. Further the Company shall not give any severance package or monetary compensation to the Employee upon termination of Employment under Clause 5.1.

5.2. **Termination for Employee's Disability.** After the completion of training Period, if in the sole opinion of the Company, the Employee is unable to carry out the responsibilities and functions of the position held by Employee by reason of any physical or mental impairment for more than 30 (thirty) consecutive days or more than 90 (ninety) days in any twelve-month period, then, the Company may terminate Employee's services, subject to applicable law.

5.3. **Resignation by Employee.** Subject to applicable law and after the completion of Minimum Term, the Employee may, at his option, terminate this Agreement by serving the Company with prior 45 (Forty-Five) days written notice ("**Notice Period**") of his resignation from the Company. Parties understand the following:-

- 5.3.1. the Employee may request the Company to reduce the term of Notice Period and the Company may accept such request. Upon the occurrence of this event, mentioned in clause 5.3.1., the Company at no cost accept such request of the Employee;
- 5.3.2. the Company at its own discretion may also waive off term of Notice Period and compensate the Employee with such amount as it may deem fit.

5.4. **Termination due to Abscond of Employee:** Subject to the applicable law, if the Employee is absent from the office for a period of 3 days such employee shall be referred as Absconded Employee. The Company at its sole discretion terminates the employment of the Absconded Employee by serving notice to such Employee.

5.5. **Termination before the completion of training Period:** Subject to applicable law and before the completion of training Period, the Company owing to the non-performance Employee, at its option, terminate this Agreement by serving the Employee with 1 (one) day prior written notice of his termination from the Company.

6. Effective Date of Termination. Notwithstanding anything in this Agreement, the termination of the Employee's services pursuant to this Agreement shall be effective:

- 6.1. 30 (thirty) days after the Company delivers to the Employee written notice of his termination by reason of the Employee's having become disabled as per Clause 5.2 above;
- 6.2. immediately upon the delivery of written notice to the Employee by the Company of his termination with Cause as per Clause 5.1;
- 6.3. the last working day of the Employee, where Employee delivers to the Company written notice of his resignation in accordance only with Clause 5.3 above. The Employee agrees that during such notice period Employee shall continue to perform his regular duties and will assist the Company. Further the Employee shall be relieved from his duties only after he hands over the Company's property and comply with the terms of full and final settlement policy.
- 6.4. the date mentioned in the termination notice issued by the Company, with respect to event occurred as per Clause 5.4 and 5.5 above.

7. Effect of Termination

7.1. **Effect of termination before the expiry of training Period:** If the employment of the Employees is terminated by the Company before the expiry of the training Period, the Employee shall receive only unpaid salary with respect to the number of days worked by the Employee. For the purpose of clarification, the Company shall not give severance package/salary to the Employee.

7.2. **Effect of termination before the expiry of Minimum Term:** If the Employee violates the Clause 4.1 of this Agreement i.e., Employee terminates this Agreement before the completion of Minimum Term, Employees agrees for the following:-

7.2.1 Shall pay a cost of training of INR **60,000/-** immediately; and

7.2.2 the Employee shall finish all the exit formalities as per the human resources policies/manual of the Company. The Company shall upon receipt of payment of Liquidated Damages, shall relieve the Employee from the duties, within 30 days from the date of payment of Liquidated Damages.

It is hereby clarified that, in the event, if the Employee fails to comply with the conditions mentioned in clause 7.2.1., and 7.2.1., he shall be known as bad leaver ("**Bad Leaver**") the Company shall have a right to receive from the Employee such Liquidated Damages and unliquidated damages, as it may deem fit. Notwithstanding anything contained in this Agreement, upon an Employee becoming a Bad Leaver (including where the Employee's services are terminated for Cause), the Company shall be entitled to all remedies that may be available to it under applicable law.

7.3. **Effect of termination due to Absconding:** If the Employee is absconded, as stipulated under Clause 5.5 of this Agreement, the Company shall have a right to receive from the Employee such damages, as it may deem fit. Notwithstanding anything contained in this Agreement, the Company shall be entitled to all remedies that may be available to it under applicable law

8. Non-Disclosure of Confidential or Proprietary Information.

8.1. The Employee acknowledges that during the course of rendering services and performing his other duties under this Agreement, he will have and / or has had access to information about the Company and / or its Affiliates or otherwise in its possession and that his services with the Company shall bring

him into close contact with many confidential affairs of the Company and / or its Affiliates, including without limitation, information regarding the following:

- 8.1.1. management methods and operating techniques;
- 8.1.2. sales, advertising and marketing methods;
- 8.1.3. business and training techniques, manuals and procedures;
- 8.1.4. information regarding customers and products;
- 8.1.5. information regarding employees and personnel;
- 8.1.6. hardware systems and software programs;
- 8.1.7. trade secrets, business strategies, copyrights, designs, test methods, software and such other intellectual properties; and
- 8.1.8. information relating to the prior, current or contemplated products or services offered and information that the Employee has a reasonable basis to believe was accepted by the Company and / or Affiliates from any third party under obligations of confidentiality (collectively, the “**Confidential Information**”).

8.2. In recognition of the foregoing, during and after the termination of this Agreement (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Employee’s unauthorized disclosure, the Employee shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of rendering his services, or in furtherance of the business of the Company and Affiliates and as authorized in writing by the Company) any Confidential Information.

8.3. All documents, records, data, apparatus, equipment and physical property pertaining to the Company and / or its Affiliates, whether or not pertaining to Confidential Information, which are furnished to the Employee by the Company and/or its Affiliates or are produced by the Employee in connection with the rendering of services by the Employee hereunder will be and remain the sole property of the Company or the respective Affiliates (as the case may be).

8.4. The Employee will return to the Company or to the relevant Affiliate, all such materials and property, including any material or medium from which any Confidential Information may be ascertained or derived, as and when requested by the Company or the relevant Affiliate. In any event, the Employee will return all such materials and property immediately upon the termination of the Employee’s services for any reason, as provided in this Agreement. The Employee will not retain any such material or property or any copies, compilations or analyses thereof after such termination.

9. Intellectual Property Rights.

9.1. All rights, title and interest in any intellectual property arising out of or in connection with the rendering of services by the Employee hereunder, including without limitation any copyrights, rights to derivative works, trade secrets, software, technologies, patents and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) during the employment of the Company under this Agreement whether or not in the Company’s premises or using the Company’s property or other proprietary rights therein, shall be considered as work for hire and shall be the absolute property of the Company (“Work for hire”). The Employee hereby, without further consideration, perpetually and irrevocably transfers, assigns and conveys all right, title and interest to such property (including, but not limited to, any moral rights) worldwide that the Employee may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by applicable law, the Company’s rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company’s request, the Employee shall cooperate with the Company in completing any filings and processes, to perfect the Company’s (or it’s designates’) ownership in intellectual property rights hereunder.

9.2. This Clause 9 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled to by operation of law by virtue of the Company or any of its affiliates being provided the services by the Employee in the manner contemplated by this Agreement.

10. **Non-Competition Restrictions and Non-Solicitation Restrictions.**

10.1. The Employee undertakes that without prejudice to any other duty implied by law, he shall not, either directly or through his Affiliates, during the Non-Compete Period, either personally or through an agent, company or through a partnership or as a shareholder of a private company or a public unlisted company, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or in any other manner whatsoever, whether for profit or otherwise:

10.1.1. be concerned or interested in any business in any manner whatsoever that directly or indirectly competes with the Business or any business in which the Company engages or plans to engage in at the time of termination of the employment of the Employee ("**Competing Business**");

10.1.2. be concerned in any business in any manner whatsoever that directly or indirectly competes with the business in which such Employee is materially involved as an employee of the Company after the Effective Date;

10.1.3. except on behalf of the Company, canvas or solicit business or customers for services similar to those being provided by the Company from any Person who is a customer of the Company;

10.1.4. induce or attempt to induce any customer/client of the Company to cease to be a customer/client, or to restrict or vary the terms of the contract to, the Company or otherwise interfere with the relationship between such a customer/client and the Company (save and except actions taken during the course of his employment with the Company in exercise of his power and authority as an employee of the Company and in, what he reasonably believes to be, in the interest of the Company);

10.1.5. he shall not, directly or indirectly, including by assisting others, solicit, recruit, induce or attempt to persuade (a) any Person then engaged by the Company as an employee, officer or director or so engaged within the preceding 12 month(s) period ("**Existing Employee**") to leave the employment of the Company; or (b) encourage any consultant, vendor or customer to reduce the quantum of business they do with the Company. It is clarified that the Employee shall be deemed to have breached and failed to comply with the provisions of this Clause 10.1.4 if the Employee directly or indirectly as an officer or director of another organization or otherwise, employ, engage or retain, an Existing Employee, if such employment or engagement arose on account of any act of the Employee.

10.2. The Parties recognize that the foregoing covenants in this Clause 10 and the time and other limitations with respect thereto, are reasonable as to 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 of the Company.

10.3. The Employee acknowledges and agrees that the compensation paid to him under this Agreement (as set out in Clause 3 above) along with the mutual agreements, covenants, representations and warranties set forth in the this Agreement is adequate consideration for the non-compete covenants contained in this Agreement and that the restrictions contained in this clause are considered reasonable for the legitimate protection of the Business and goodwill of the Company. However, in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted

or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this clause valid and effective.

10.4. The Employee acknowledges and agrees that the covenants and obligations with respect to non-competition and non-solicitation as set forth above shall not be construed to be a restraint of trade against the Employee and relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company, irreparable injury. Each of such covenants contained in this Clause shall be construed as a separate covenant and if, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants of this clause, then such covenant shall be deemed included herein only to the extent enforceable as permitted under the applicable Laws for the purpose of such proceeding or any other judicial proceeding to the extent necessary to permit the remaining covenants to be enforced.

11. Warranties:

11.1. Employee confirms and warrants that;

- a) he has carefully read and fully understands all the provisions of this Agreement.
- b) he has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime (other than minor traffic offences), and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or threatened against him.
- c) he has not been the subject of any adverse court judgment which threatens his solvency or substantially compromises his financial security.
- d) by entering into this Agreement or performing any of the obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him. The Employee further undertakes to indemnify the Company against any such claims, costs, damages, liabilities or expenses which the Company may incur if he is in breach of any such obligations.
- e) in the performance of his obligations, the Employee will not utilize or make available to the Company or any of its Subsidiaries/Affiliates any Confidential Information of any third party or violate any obligation with respect to such information.
- f) he has never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organization.

11.2. This employment is on the basis that the information submitted by the Employee is complete and correct. The Employee agrees and acknowledges that if it is found that the information submitted is false or incomplete or that the Employee has concealed / suppressed certain material information which detrimentally impacts the Company, the Company may terminate employment without providing any notice or pay in lieu thereof in addition to other remedies available to the Company against the Employee under this Agreement and law.

12. Void or Unenforceable Restrictions. if any restriction or undertaking is found by any court or other competent authority to be void or unenforceable, the Parties shall negotiate in good faith to

replace such void or unenforceable restriction or undertaking with a valid provision which, as far as possible, has the same legal and commercial effect as that which it replaces.

13. **Breach.** If any breach or violation of the provisions, covenants warranties, the Employee agrees that damages alone are likely not to be sufficient compensation and that injunctive relief is reasonable and is likely to be essential to safeguard the interests of Company and that injunctive relief (in addition to any other remedies afforded by a court of equity) may (subject to the discretion of the courts) be obtained. No waiver of any breach or violation shall be implied from forbearance or failure by the Company to take action.

14. **Indemnities.** The Employee, at all times during the course of his employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) agrees to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company actually suffers or incurs as a direct result of acts or omissions of the Employee during the course of employment.

15. **Deductions.** The Employee agrees and acknowledges that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the Employee's salary, or final settlement, any outstanding loans, advances or overpayments.

16. **Entire Agreement; Termination of Prior Agreements.** This Agreement and the agreements and documents referred to herein contain the entire understanding of the Employee and the Company with respect to the services to be rendered by the Employee to the Company and supersede any and all prior understandings, written or oral, between the Employee and the Company and between the Employee and any Affiliate or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Employee and a duly authorized officer of the Company. By entering into this Agreement, the Employee certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement.

17. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without regard to applicable conflicts of laws principles. The courts in Hyderabad shall have the exclusive jurisdiction in relation to all matters arising out of this Agreement.

19. **Notices.**

Any notice or other communication hereunder must be given in writing and either (a) delivered in person; (b) transmitted by facsimile, provided that any notice so given is also mailed as provided in clause (c); or (c) mailed, postage prepaid, as follows:

Company	<p>Sai Rahul Varma G CEO & Director Edupolis Technologies Private Limited, Address: Unschool, 2nd floor, SNP Towers, 2nd Floor JANARDHANA HILLS SERILINGAMPALLY, Gachibowli, Hyderabad, Telangana 500032. Email: rahul@unschool.in</p>
Employee	<p>Name: Kriti Agrawal</p> <p>Address: - 16, thana road, ward 18, Raigarh, Chhattisgarh, 496001</p> <p>Email: kritiagrawal890@gmail.com Mobile: 8319267230</p>

or to such other address or to such other Person as any Party shall have last designated by such notice to the other Parties. Each such notice or other communication shall be effective (i) if given by mail, three days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, (ii) if given by facsimile, when transmitted to the applicable number so specified in (or pursuant to) this Clause 19 provided that appropriate confirmation of receipt is generated by the facsimile and a duplicate copy is mailed, postage prepaid, or (iii) sent by electronic mail or if given by any other means, when actually delivered at such address.

20. Miscellaneous.

20.1 No delay or omission by the Company or the Employee in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Employee on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

20.2 This Agreement may be modified or amended only by an instrument in writing executed by the Parties hereto and approved in writing by a duly authorized officer of the Company. The Parties hereto agree that in no event shall an oral modification of this Agreement be enforceable or valid.

20.3 The captions of the Clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

20.4 The Employee has been provided with an opportunity to consult with the Employee's own counsel with respect to this Agreement.

20.5 Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Employee against any amount payable at any time by the Company to the Employee pursuant to this Agreement.

20.6 The requirements and covenants of Clauses 8 (*Non-Disclosure of Confidential or Proprietary Information*), 9 (*Intellectual Property Rights*), 10 (*Non-Competition Restrictions and Non-Solicitation Restrictions*), 14 (*Indemnities*), 17 (*Severability*), 18 (*Governing Law*), 18 (*Dispute Resolution*), and 20 (*Miscellaneous*) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement.

21. Internship Period.

21.1 The internship period will be for the 1st 3 months.

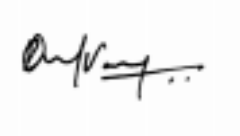

21.2 Salary for the Internship period i.e. for 1st 3 months will be **INR 9500.**

21.3 Salary for the training period i.e. 1st month will be held as training cost and released along with the 2nd month salary to the **Employee.**

22. Full time Employment.

22.1 The full time employment will start from the 4th Month.

IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED UNDER SEAL, BY ITS AUTHORIZED OFFICERS OR INDIVIDUALLY, AS OF THE DATE FIRST ABOVE WRITTEN.

EMPLOYEE:	COMPANY:
Name: Kriti Agrawal <hr/> -	  Name: Rahul Varma Title: CEO, Edupolis Technologies Pvt. Ltd.(Unschool)

SCHEDULE 1

Remuneration breakup

- During the 1st 3 months, the employee is paid a base stipend of 9500 INR and up to 30,000 INR based on performance.
- Refer below for the split-up of the salary structure for the full-time role (after the internship period) at Edupolis Technologies Pvt Ltd. (Unschool).

Annexure

Automatic CTC Structure		
Particulars	Monthly	Annual
Basic Salary	6,000	72,000
House Rent Allowance	2,400	28,800
Phone & Internet	2,000	24,000
Any Specific allowance [2]	-	-
Any Specific allowance [3]	-	-
Special Allowance	263	3,156
Gross Salary	10,663	1,27,956
Provident Fund	992	11,904
ESIC	347	4,164
Gross Salary FIX	12,002	1,44,024
Variable	-	-
Mediclaime	-	-
Bonus	-	-
Gratuity	-	-
Cost To Company [TOTAL]	12,002	1,44,024
ESI Employee	80	961
PF Employee	992	
Professional Tax	-	
Take Home	9,591	

(* Subject to TDS deduction)

-Your CTC is Rs 1,44,024/-per annum as the fixed portion and +30,000 INR per month performance-based incentives for the operating year 2021-22 payable monthly.

Other benefits

1. Gratuity will be paid by the Company as per the Rules of Payment of Gratuity Act 1972.

- Refer below for the split-up of the salary structure after completion of 6 months as a New Designation at Edupolis Technologies Pvt Ltd. (Unschool).

Name	DOJ	Designation
Kriti Agrawal	06th June 2022	Operations Executive

Automatic CTC Structure		
Particulars	Monthly	Annual
Basic Salary	12,500	1,50,000
House Rent Allowance	5,000	60,000
Phone & Internet	2,000	24,000
Any Specific allowance [2]	-	-
Any Specific allowance [3]	-	-
Special Allowance	3,700	44,400
Gross Salary	23,200	2,78,400
Provident Fund	1,800	21,600
ESIC	-	-
Gross Salary FIX	25,000	3,00,000
Variable	-	-
Mediclaime	-	-
Bonus	-	-
Gratuity	-	-
Cost To Company [TOTAL]	25,000	3,00,000
ESI Employee	-	-
PF Employee	1,800	
Professional Tax	200	
Take Home	21,200	

(* Subject to TDS deduction)

-Your CTC is Rs 3,00,000/-per annum as the fixed portion and 2LPA performance-based incentives for the operating year 2021-22 payable monthly.

Other benefits

- Gratuity will be paid by the Company as per the Rules of Payment of Gratuity Act 1972.

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: _____