

UpThink/T-1161/APPOINTMENT/21-22/1.3

March 4, 2022

Ms. Jyoti Kumbhar
244 Kumbhar Wada,
Near Shivaji Chowk, Kale
Kolhapur 416205

Subject: Appointment Letter for employment as "Subject Matter Expert, Statistics"

Dear Jyoti Kumbhar

Welcome to UpThink!

Pursuant to your application for employment with us, and the subsequent selection process, it gives us great pleasure to appoint you as **Subject Matter Expert, Statistics**.

Your employment with the Company shall be subject to the following terms and conditions:

1. Date of Joining:

Your date of joining is March 4, 2022.

2. Remuneration

- a) Your consolidated Annual Cost to the Company will be as detailed in the Offer Letter. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- b) In case of any change in the existing statute or introduction of new statute, the Company reserves a right to adjust the salary components within the then existing Annual Cost to the Company to ensure that the payments are made in compliance with such statutes.
- c) Company may from time to time, deduct any statutory deduction or withhold tax as may be required by applicable laws.

3. Hours of Work

- a) You will be required to work for 36 hours spread over 6 days in a week. Further, depending on project/ work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours, including weekends.
- b) You may also be expected to travel to other locations and at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with due care and diligence.
- c) Expenses for any work related / official national and international trips shall be reimbursed by the Company in accordance with the Company policy from time to time.

4. Right to Transfer/Depute:

As part of your duties, you may be required to travel outside of the Company's premises. Pursuant to any business requirement, the Company may also transfer or depute you to any other office or location of the Company or any of its subsidiaries or affiliates or group companies or to the worksite or office of the Company's customer within or outside of India or as part a business arrangement or, sale of assets, merger, takeover, acquisition, or hive-off, the transfer you onto the rolls of another entity and you shall accept such transfer or deputation without demur.

5. Annual Leave

You will be entitled to a certain amount of paid leave which are governed by the relevant Company policy, as applicable from time to time.

6. Background Verification Report

Upon your joining, the Company or Company's client may directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. The Company reserves the right to terminate your employment without notice, at any point during the course of employment, if the Background Verification Report is found incongruent with the information and credentials provided by you. Additionally, in such an eventuality, the Company shall require you to refund the salary /remuneration paid including employee benefits availed amongst any other benefits, till such date.

7. Accountability

- a) You shall perform any such duties diligently and faithfully as are incidental or implied and consistent with your relevant experience, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
- b) You agree to use all tools provided by the Company for professional purposes only. Internet and email access are provided to you as business communication tools for appropriate internal and external business uses. Generation, transmission or storage of potentially offensive information is not allowed. You also agree to always act in the interest of the Company. Should you not respect this requirement of professional use, the Company will have a right to take disciplinary action which may lead up to and including termination of employment.
- c) During the period of your employment, you shall be governed by all the applicable Company rules, regulations, policies, procedures and notices that are in force currently and that may come into force from time to time and they shall form basis of your employment and shall govern all matters whether specified herein or not, including on matters such as designation, working hours, emoluments and the structure thereof, etc. Company's decisions on all such matters will be final and binding on you. Any subsequent variations by the Company to any terms, conditions, rules or regulations generally governing the members of the Company's staff will prevail and be applicable to you. Violation of such policies could lead to disciplinary actions up to and including termination of employment.

8. Physical Fitness:

It shall be the responsibility of each employee to maintain physical/psychological fitness required for performing his/her job. You agree to submit yourself for medical examination as requested by the Company for the purpose of examining your physical/psychological suitability for the selected post. Please note that based on the medical reports and assessment by a qualified practitioner, if you are found to be physically/psychologically unfit for performing duties in the Company, the Company may transfer you to different suitable position or your job profile may be changed.

9. Non- Solicitation and Non-Competition

You agree that in consideration of your engagement with the Company, and other good and valuable consideration, the receipt of which is hereby acknowledged, during the term of the employment with the Company and for a period of one (1) year following the termination, you shall not, directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function);

- (i) own or operate a business in competition with the business of the Company.
- (ii) solicit employment with a competitor or with any existing/prospective client (in any manner whatsoever);
- (iii) solicit employment of or advise any other employee of the Company to terminate his contract or

relationship with the Company or accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or,

- (iv) contact any of the existing or prospective clients of the Company, to entice such clients away from the Company or to damage in any way their business relationship with Company.

10. No Dual Employment

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company.

11. Consent Regarding Personal Data

- a) This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record.
- b) You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, and (iii) sharing such data with any outside agencies or third parties including Company's client for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations.
- c) You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

12. Changes in Personal Details

Any change in your residential address, telephone numbers, marital status, personal email id and academic qualifications should be notified in writing to the Company. All communication will be addressed to you on the last personal email id and/or last address notified by you and it will be presumed that you have received such communication addressed to you.

13. Cessation of Employment

- a) **Resignation by Employee:** You may resign from your services by giving the Company a prior written notice of six months ("Notice Period"). After completion of one (1) year service with the Company from your joining date, your Notice Period will be reduced to two months.

In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;

- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
 - iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.
- b) **Separation by Company:** The Company may terminate your services for convenience by giving two months prior written notice ("Notice Period"). Such termination does not amount to 'Retrenchment' under any law and does not entitle you to any severance pay.
- c) **Termination by Company:** Notwithstanding anything contained above, your employment with the Company may be terminated without notice or without any salary in lieu thereof if, in the opinion of the Company, you, at any time:
- i. commit any serious or persistent breach of any of the terms and conditions of this Appointment letter or any of the provisions of the employee handbook or other documents incorporated by reference in this document;
 - ii. do or cause to be done any act, deed, matter or thing adverse to the Company's interests;
 - iii. are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time;
 - iv. fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company;
 - v. if any information furnished by you or representation made by you is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein; become of unsound mind;
 - vi. are accused or convicted of any criminal offense;
 - vii. absconding for more than ten (10) days.

14. Effect of Termination

Upon termination/resignation of your employment with the Company for any reason, you:

- a. Shall not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with Company's relationship with its clients and customers.
- b. Agree that, without prejudice to Company's other rights and remedies, the Company shall be entitled to deduct from your emoluments, the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.
- c. Understand that the Service and Experience Certificate will be issued only if you have served the entire Notice Period.

15. Indemnification

You shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceedings or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect.

16. Governing Laws and Arbitration

This Appointment Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.

17. Invention Assignment and Confidentiality Agreement

You shall also be required to execute a separate Invention Assignment and Confidentiality Agreement (NDA) with the Company. The terms and conditions of this NDA shall survive perpetually even after the termination of your employment.

18. Other terms and conditions

- a) Severability: The Company and you mutually agree that the provisions of this appointment letter are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.
- b) Successors And Assigns: The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.
- c) Miscellaneous: Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.
- d) This Appointment Letter contains the entire understanding between you and the Company concerning the subject matter hereof and is in addition to any and all prior and contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written, respecting that subject matter.

Please return a signed copy of this Appointment Letter as a token of your acceptance of the terms and conditions mentioned above within three (3) days, failing which this Appointment Letter stands cancelled.

All of us are excited about working with you and look forward to a mutually rewarding relationship.

Yours faithfully,

For UpThink Edutech Services Pvt. Ltd.

Yuvraj Kololagi
Senior Manager, Human Resources

Asmita Sane
SME, Statistics

ACCEPTANCE

I have read and understood all the terms and conditions contained in this Appointment Letter. It accurately reflects my understanding of the terms and conditions of my employment with the Company.

I understand and agree that any changes in the terms of employment described in this Appointment Letter must be set forth in a written document signed by a duly authorized officer of the Company.

Name: J. R. Kumbhar

Place: Kale

Signature: J. R. Kumbhar
J. R. Kumbhar (Mar 4, 2022 15:59 GMT+5.5)