

APPOINTMENT LETTER

22-Feb-2024

Dear **Pooja Benkar**,

We are pleased to extend our offer of employment to you for the position of **Inside Sales Manager** with **Edureka! (Registered as: Brain4ce Education Solutions (P) Ltd.)** (hereinafter referred to as "**Company**"). We extend this offer, and the opportunity it represents, with great confidence in your abilities.

Your date of joining is **19-Feb-2024**.

Terms & Conditions of Your Employment:

Compensation Package:

Your **Total Annual Cost To Company** will be **Rs. 812,451**. Break-up of your compensation is provided in **Annexure 1-A**.

Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and highly confidential.

Training and Probation Period

You will be joining the Company as **Inside Sales Manager** under probation for a period of **3 months**. Upon successful completion of this period you may be made a permanent employee of the Company. The decision shall be at the sole discretion of the management of the Company. Company shall not be liable to give any justifications for the same to you or to any other person. During or at the end of the period of your probation your services may be terminated by either party. There will be **15 days'** notice period during the probation period.

Place of Work/Transfer/Work Timings:

Your current place of work will be Bangalore. However, your services are transferable to any other place or office of the Company or to any subsidiary or associate Company, whether now existing or still to be formed. You may also be transferred/deputed to any of the Company's client locations in India or abroad. Such transfer / deputation will be in accordance with the Company's rules being in force at the time.

The terms and conditions applicable to such other places/establishment/times will be notified to you in a transfer order.

The Company also reserves the right to alter your work timings or shifts, as per the requirements of the Company from time to time, in adherence to all applicable laws.

Brain4ce Education Solutions Private Limited.

Address: 4th Floor, Indique ETA, Survey No. 38/4, Doddanekundi Village,
Outer Ring Road, Bangalore - 560 048 Karnataka India CIN U80200KA201 IPTC094081
Website: www.edureka.co Email: finance@edureka.co Ph No/Mob No: +91 63665 50812

Ethics and Conduct:

You will be governed by all the policies and procedures of the company as applicable from time to time. The Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

You will conduct yourself in a professional and ethical manner at all times and will comply with all Company policies as well as all applicable laws related to the services, products, and business of the Company.

You will not engage in any sort of theft, fraud, misrepresentation or any other illegal act neither in the employment space nor outside the premise of employment. If you do so, the Company shall not be liable for such an act done at his own risk.

You will carry out all instructions of your superior(s) in the Company as regards to your work, attendance, conduct, behavior, etc. and carry out diligently and honestly all duties that may be assigned to you by the Company from time to time notwithstanding the designation given above.

During your appointment pursuant hereto, your days of work and hours of work will be guided by the work schedules as given by your manager and can be changed at the sole discretion of the management of the Company.

Annual Performance and Compensation Review:

Your career path in the Company will depend solely on your performance and your capabilities. Your individual performance will be reviewed on an annual basis by your managers providing the criteria for your increment and promotion. Annual performance reviews will be conducted in the month of June every year. You'll be eligible for the annual performance review only after completion of a minimum of 06 (six) months with the company.

Termination & Separation:

Either you or the company can terminate the employment by giving **30 Days** of notice or salary in lieu of notice if approved by the management of the company. Balance of annual leave shall not be allowed to shorten the period of notice unless otherwise approved by the management. You will not be eligible for any leave during your notice period. The clearance of the full and final settlement shall be subject to the satisfactory handover from your end and non-violation of the terms and conditions in this Appointment Letter, non-disclosure agreement and technology usage policy.

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment with or without notice or compensation thereof.

In case any information furnished by you either in your application for employment or during the selection process is found to be incorrect or false, and /or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the

right to terminate your services any time with or without notice or compensation in lieu of notice.

Confidentiality and Non-Disclosure:

You acknowledge that during the course of your employment with the Company, you may receive or obtain various Confidential Information (*as defined hereinafter*) of the Company. “**Confidential Information**” shall include all, without limitation, trade secrets, unpublished patent applications, processes, formulae, data, know-how, discoveries, developments, designs, improvements, inventions, techniques, laboratory notebooks, marketing, research and development, clinical and business development plans, regulatory filings and correspondence, strategies, forecasts, new products, software, software documentation, unpublished financial statements, budgets, projections, contract terms, licenses, prices, costs and customer and supplier lists of the Company, and information which has been specifically designated as confidential by the Company, and all non-public information including any information which relates to the operational, commercial, technical and financial activities of the Company or any such confidential information concerning any other company, or any of its or their suppliers, agents, distributors or customers, and/or such other information received by the Company from third party under the obligation to keep the same confidential. It does not extend to information already in the public domain through no fault of you; or (ii) lawfully received by you from a third party who was under no obligation of confidentiality with respect thereto. In view of the foregoing, you acknowledge that it is reasonable and necessary for the protection of the goodwill and Confidential Information of the Company that you undertake the obligations contained in this Appointment Letter regarding your conduct during and subsequent to your employment by the Company.

Confidential Information pertaining to the Company shall remain confidential and safeguarded by you. You shall not use the Confidential Information for any purpose other than for the purpose for which it is disclosed to you.

You shall keep secret and securely stored, and shall not at any time either during your employment by the Company, or after its termination, for whatever reason, use, communicate or reveal Confidential Information to any person or entity, for your own or another's benefit, except in the proper course of your duties, and on a “need to know” basis. You shall also use your best endeavors to prevent the publication, disclosure or use of any such Confidential Information and acknowledge that such confidential information shall remain the exclusive property of the Company.

You will also keep us duly informed if you are bound by any confidentiality agreement with your previous employers, in which case you shall keep us indemnified against any breach thereof by you.

Intellectual Property Rights

You acknowledge that you may make, discover or develop (individually or jointly with another Person) any intellectual property including copyright, trademark, service mark, design, patent, trade secret, know-how (irrespective whether registration for the same is available or not) (hereinafter referred to as “**Intellectual Property**”), in the course of your employment with the Company, and you agree that any Intellectual Property made, discovered or developed by you during the course of your employment with the Company and/or made, discovered or developed the same by utilizing the resources of the Company, shall be deemed to be an Intellectual Property of the Company and/or otherwise deemed to be a ‘work made of hire’. You agree that all rights, title and interest in such Intellectual Property, including the right to amend, alter, copy or commercially exploit the same, shall belong solely to, and be for the benefit of, the Company.

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You shall cooperate fully with the Company, both during and after your employment with the Company, with respect to the procurement maintenance and enforcement of Intellectual Property rights in Company-related developments. You shall sign, both during and after course of your employment, all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its Intellectual Property rights and interests in any Company related development. If the Company is unable, after reasonable effort, to secure your signature on any such papers, you hereby irrevocably designate and appoint each officer of the Company as your agent and attorney-in-fact to execute any such papers on your behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its Intellectual Property rights and interests in any Company related development.

You shall not, without prior written consent of the Company, use or copy any Intellectual Property of the Company for any purposes whatsoever.

You shall not reverse-engineer, decompile, or disassemble, modify or copy (except for making a single back-up copy) any methodologies, software or whitepaper article, themes, headlines, or Confidential Information and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information.

Conflict of Interest:

You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you. While in the employment with the Company, you shall not, under any circumstances, engage yourself directly or indirectly in any assignment/business, which may in any way, be in conflict to the business interest of the Company, or associate with any firm or persons, either full time or part time, as advisor, director, partner, whether paid or not for your services, without the prior written permission of the Company.

Further you shall declare any such assignments that you are currently engaged with and seek approval of the management on the same. Also you shall seek the approval of the management for taking up or accepting any new assignment that may be viewed as competition to the business of the Company. Any action to the contrary would render your service liable for disciplinary action including termination of services.

You agree that during your employment you will always act in the best interests of the Company to avoid any actual or potential conflict of interest that may influence you in the performance of your job.

Non-Compete:

You agree that you will under no circumstances during your employment with the Company and for a period of 1 (one) year following the termination of your employment with the Company for any reason whatsoever, join any other organization having similar interests or business activities which competes with the business of the Company or in a manner as would affect business interest of the Company whether by way of your taking up employment, advisership or retainership of any manner whether for consideration or otherwise or be connected directly or indirectly, without the express written consent of the Director of

the Company, wherein information made available to you by us during the course of your employment or acquired by you arising out of your having access to the data may be utilized or used in any manner whatsoever. Further, you agreed with the Company that during your employment with the Company, and for a period of 1 (one) year after ceasing to be employed with the Company, you shall not, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the Company.

You acknowledge that the terms and conditions of this Clause, including the remuneration and/ or benefits given to you as per this Appointment Letter, to be adequate consideration for giving the undertakings contained in this Clause.

Non-Solicitation:

You agree that during your employment with the Company and for a period of 2 (two) years following the termination of your employment for any reason, you will not directly or indirectly, in any manner, other than for the benefit of the Company, solicit entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company. You acknowledge and agree that if you violate any of the provisions of this Clause, the Company shall be entitled to take relevant action as per applicable law against you and you will be liable to pay monetary damages to the Company.

Retirement:

You will retire in the normal course from the services of the Company on attaining the age of superannuation, that is on the day following your 58th (fifty eight) birthday.

Representations and Warranties and Covenants:

You hereby represents, warrants, and covenants as follows:

- (a) You have the requisite legal authority to enter into and fully perform this Appointment Letter and entering into this Offer Letter does not in any way infringe upon or violate any applicable laws, rules or regulations, any contract with a third party or any rights of any third person.
- (b) You have executed and accepted this Appointment Letter at your free and voluntary act, after having determined that the provisions contained herein are of benefit to you, and that the duties and obligations imposed on you hereunder are fair and reasonable;
- (c) You have read and fully understood the terms and conditions set forth herein, have had time to reflect on and consider the benefits and consequences of accepting this offer letter, and has obtained independent legal advice in connection with the acceptance of this offer letter;
- (d) Save and except the provisions contained herein, you are not subject to any written non-solicitation or non-competition agreement affecting you engagement with the Company, which is not otherwise informed by him or known to the Company;

(e) You are not bankrupt or has not entered into any other insolvency procedure; or

(f) You are a law-abiding citizen and are not in violation of any laws and/or does not have actions or proceedings, civil or criminal, pending against or instituted by you in India or anywhere else in the world which may, in any manner, affect your ability to perform or the performance of your obligations hereunder.

Indemnity

You shall, on demand, indemnify, defend and hold harmless the Company and their officers, directors, employees, representatives, and assigns from and against any liability or any other loss that may occur, arising from or relating to: (i) a breach, non-performance or inadequate performance by you of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement; (ii) the acts, errors, representations, misrepresentations, willful misconduct, fraud, cheating, misappropriation or negligence by you; and (iii) any deficiency in the services rendered by you.

Updation of Personal Information

You will keep us informed of any change in your residential address and contact phone numbers. Any change in marital status, or acquisition of additional educational qualification should be intimated to human resources department to enable us to keep the records up to date.

Governing Law and Dispute Resolution

This Appointment Letter will be governed by and construed in accordance with the laws of India and, subject to arbitration provisions below, in relation to all matters arising out of or in connection with this engagement letter shall be subject to the exclusive jurisdiction of the courts of Bangalore, Karnataka.

In the case of any dispute, difference relating to interests, controversy or claim arising out of or in connection with or relating to this Appointment Letter, or the breach, invalidity, or termination thereof (where such breach has not been cured by the party in breach within 30 (thirty) days of a written notice thereof), then we shall attempt to resolve such dispute or claim through amicable discussions at the first instance. If the dispute is not resolved through such amicable discussions, then the dispute or claim shall be referred to arbitration to be adjudicated by a sole arbitrator, to be mutually nominated and appointed by the parties. In the event we both are unable to mutually agree on or identify the sole arbitrator within 15 (fifteen) days in the manner specified above, then the arbitration proceedings shall be conducted by 3 (three) arbitrators, of which one arbitrator shall be appointed by the Company, the other arbitrator by you and both such arbitrators appointed shall mutually appoint the third presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendments, modifications or re-enactments thereof. The seat of the arbitration shall be Bangalore. All Arbitration proceeding shall be conducted in English language. The award of the arbitral tribunal shall be final, conclusive and binding upon the parties.

The Company reserves its right to add/alter/amend the foregoing terms and conditions as and when found necessary.

We welcome you to the Company by wishing you all the very best in your new assignment and hope that your period of service with us will be long, pleasant and of mutual benefit.

We are certain that you will find this opportunity challenging and satisfying.

Sincerely,

For, Edureka! (Registered as: Brain4ce Education Solutions (P) Ltd.)



Shilpa Rani V Manvi
Manager - Talent Acquisition
edureka!

Acceptance:

You are requested to signify your acceptance of this offer by providing a digital acknowledgement through the HRIS within 2 working days from the date of receiving.

I have read and clearly understood all the terms and conditions of this offer and I agree to abide by them.

Name : **Pooja Benkar**

Signature : *Pooja Benkar*

ANNEXURE 1-A		
BRAIN4CE EDUCATION SOLUTIONS (P) LTD.		
Employee Name	Pooja Benkar	
Designation	Inside Sales Manager	
Employee Band	D	
Components	Monthly in INR	Annual in INR
Basic	18,800	225,600
HRA	9,400	112,800
Statutory Bonus	1,567	18,799
Special Allowance	17,233	206,801
Gross CTC	47,000	564,000
Incentives*	15,000	180,000
Company's Contribution to PF	1,800	21,600
Employee Welfare Benefit Plan**	3,000	36,000
Gratuity (As Per Gratuity Act 1972)	904	10,851
Total Cost to Company (CTC)	67,704	812,451

Notes:

- You are also eligible for:
 - Health Insurance (GMC) amounting to Rs. 100,000 for Self, Spouse and first 2 dependent children.
 - Accident Insurance (GPA) amounting to 1,000,000 for self.
 - Life Insurance (Group Term Life) amounting two times the last drawn CTC.
- Employee Welfare Benefit Plan** consists of a range of benefits such as Health & Medical Insurance, shift allowances if any, Company trips, reimbursement of expenses incurred for the Company, use of Company owned vehicle, etc. or any such expenses borne by the Company for your welfare.
- An employee is eligible for gratuity only after completion of 5 years of continuous service in the same organization.
- Any personal tax liability arising out of the compensation will be borne solely by the employee.
- Salary information is confidential and not to be discussed other than the human resource department.
- As per Leave Policy, you are eligible for 13 Privilege Leaves and 12 Sick Leaves per year.
- Based on business requirement, you will be expected to work on holidays and will be eligible for compensatory credit.
- Sales Incentives* payout is made as per the incentive plan, and it will vary based on performance. The amount mentioned in the CTC structure is an indicative figure based on average performance. Sales incentive plan is subject to changes at Company's discretion..
- You may have to travel outside your place of work or move to a different city at the sole discretion by the Company. You will be informed about the same at least 15 (Fifteen) days in advance of the travel in writing.

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