

Appointment Letter

Dipak Biswas,

Dear Dipak Biswas,

We are pleased to offer you employment with SportzVillage Foundation, a group company of SV EduSports Private Limited (hereinafter referred to as the “**Company**”) as a “**Trainer**”

Your employment in the Company will be governed by the terms and conditions stipulated below and in the Company Employee Handbook, (as amended from time to time) which will be made available to you. Any and all of the terms and conditions of the employment may be modified, changed or amended at the discretion of the Company at any time. When that happens, you will be duly informed, and expected to comply with the revised terms and conditions.

1. Place of Position:

Your primary posting will be at **Karol**. However, the company expects all employees to be flexible with respect to locations. If required, the employee may have to move to other locations in India. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on your suitability for the intended task and would be at the sole discretion of the Company.

2. Acceptance & Commencement

- i. Your employment with the Company will commence on **18th July 2023** such date being decided by the Company (“**Commencement Date**”). However, the Company has the right to change the date according to its requirement, taking into consideration certain situations. In the event of such change, the Company will inform you of the same, in writing.
- ii. On receiving the commencement date details, you are required to report to your **Account Manager** on the said date and commence your employment with the Company.
- iii. You will observe a 6 (six) day week work schedule and your daily work timing will be as per the schedule and timetable of the school where you are working. You are required to strictly adhere to the timings.
- iv. If required by the Company you will have to work on certain Sundays, to conduct special activities in school or official meeting of the regional team. Missing these without permission will be considered as a major offence and the Company reserves the right to take any action against you.
- v. You also agree to receive SMS’ from the Company / Merasport. You shall not block the Company’s TRAI number though you have opted for DnD (Do-Not-Disturb) service with your mobile service provider. You will not raise any complaint on receiving any sms from company’s TRAI number. If you do so then Company reserves the right to take any action against you.
- vi. On joining, we will be investing in training and development of your skills as we believe firmly that only your personal development will lead to your growth and company’s as well.
- vii. The Company estimates the cost of this investment to be Rs.50,000/-which you will reimburse, in case of leaving the Company within twelve (12) months of your joining.

- viii. Nothing contained in this clause shall prevent the Company from dissolving your employment at any time during the term of your employment without notice if there is an issue of non-performance or code of conduct.

3. Compensation:

- i. Your compensation on the total cost to the company (CTC) basis, as mutually agreed, is detailed in Annexure 1 of this letter. The compensation details are strictly confidential between the Company and yourself and such confidentiality shall be maintained all the time. If disclosed to anybody, the Company reserves the right to take any action against you, including termination of your employment.
- ii. Payment of your salary and allowances will be subject to certain deduction as per the relevant laws.
- iii. The Company has the right to deduct from your wages, any sums which you may owe the Company, including and without limitation, any overpayments or loans made to you by the Company.
- iv. The Company has the right to deduct tax at source, and other government levy if any applicable from time to time.
- v. Retention bonus will be paid to you at the end of each financial year. For the first year of your tenure retention bonus will be calculated on a prorata basis.

4. Probation/Confirmation:

- i. You will be on probation for a period of 3 Months effective from the Commencement Date. The mentioned period of probation may be extended at the sole discretion of the management. The Company shall, in appropriate cases, waive the probation period in part or in full depending on your performance.
- ii. Your service after 3 Months will be automatically confirmed unless a letter of extension of your probation period is given to you.
- iii. You are not allowed to take any leave during your probation period, and any leave during this period will be considered 'leave without pay' and also may have other consequences.

5. Medical Fitness:

- i. Your appointment and continuation in service of the Company is subject to your being declared and remaining medically fit, towards which you need to submit a certificate by a certified medical practitioner, as and when required by the Company.
- ii. The management has the right to get you medically examined by a registered medical practitioner, at any time, during the period of your service. In case you are found medically unfit, the Company at its sole discretion may terminate your services by without any notice.

6. Termination:

This contract of employment is terminable without reasons, by either party giving 15 (fifteen) days prior written notice during the probationary period and two months prior written notice on

confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the management desires that you continue the employment during the notice period, you will be required to do so.

In case of employee leaving the company without serving the full notice period, the company has the right to recover proportionate salary for notice period not served.

The Company reserves the right to terminate your employment without any prior notice on the following grounds:

- i. In case you have undertaken any direct/indirect-full time or part time business or work whether for honorarium or remuneration, without prior written permission of the company
- ii. If you have divulged any confidential information of the Company to any third party or otherwise, or have wilfully and deliberately violated or have breached any policies or internal regulations and conduct guidelines of the company or for any kind of misconduct.
- iii. In case you refuse to accept or violate any of the company policies & norms.
- iv. In case the information provided by you about yourself is found to be false or erroneous.
- v. In case of underperformance as per company standards & customer expectations.

Upon termination of your employment with the Company, you shall immediately return to the company all the assets and property (including any leased properties) of the company including, but not limited to laptops, documents, files, books, papers, uniforms, ID card, visiting cards and memos. If you are not able to return to the Company all such assets and property within 7 (seven) days of termination, the Company shall deduct such amounts from your full and final settlement. In the event that no dues are owed to you by the Company, you shall be required to pay such dues to the Company within 30 (thirty) days from receiving a notice from the Company in this regard. A penalty at the rate of 40% per annum shall be payable in the event of any failure to make good the dues within the stipulated time. The company reserves the right to take legal action if dues are not paid within 2 months.

The Company reserves the right to recover from your full and final settlement any relocation expenses or benefits other than salary that it may have incurred in case you leave the organization in less than one year of joining the Company.

7. Other Terms:

i. Non-Compete

You hereby declare that you shall not, during the term of this Letter and for a period of 2 (two) year thereafter engage in any business that competes with the business conducted by SV EduSports Private Limited and its successors and assigns, without the prior written consent of the Company. The term "not compete" shall mean that you shall not, without the prior written consent of the Company (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor or otherwise or (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company's business or to any of the clients/customers of the Company.

You shall not, during the term of your employment with the Company and for a period of 2

(two) years after leaving/termination of your employment, solicit and accept employment or offer services to any client or customer of the Company who it has engaged with or who was dealing with the Company at any time during the 12 (twelve) months prior to your ceasing employment with the Company.

ii. Non-Solicit

You hereby agree that you will not, during the term of this Letter and for a period of 2 (two) year thereafter hire any employees of the Company and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their employment or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either on your behalf or for any other person or entity.

iii. Confidentiality and intellectual property

In consideration of the employment with the Company and the remuneration that you shall receive during the employment, you agree to the following:

- a) You will not, either directly or indirectly, both during and after the term of this Letter, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies, of any documents, writings, drawings, materials or records that contain or are derived from any confidential Information.
- b) You will comply, and do all the things necessary to permit the Company to comply, with all the applicable laws and with the provisions of the contracts executed by the Company relating to intellectual property & safeguarding of information, including the signing of any confidentiality agreements if any, required in connection with the performance of duties and function.
- c) All programs, system logins, manuals, literatures etc., and any new system which you may develop while in company's service shall be deemed to be the sole property of the Company.
- d) You shall not, during the course of your employment with this Company or at any time thereafter, divulge to any person, media, firm or other Company, any methods, ideas or any other information, confidential or otherwise, concerning the business and affairs of this Company and its clients or any of their dealings or transactions, which may come to your knowledge or use any of the same for your personal advantage.
- e) You understand that during your employment with the Company you shall have access to Company's confidential information. The Confidential Information as per this clause includes without limitation contents of the physical education and sports curriculum of the Company including all relevant customization and Yearly Updates on curriculum content, digitized content / videos, school / teacher interventions content, skills assessment methodologies / benchmarking content, and program monitoring tools, any documents, drawings, specifications, data, designs, source or object code or Company development methods, business development plans, financial details of the company, employee and employee compensation details, business strategies, client/ customer details of the company, business leads, marketing plans and strategies, and other know-how used or created by you or by the Company in the course of its business. You shall not remove from the Company's premises or transmit by any means at any time any Confidential Information without advance written authorization.

- f) You acknowledge that the confidential information which is sought to be protected by the Company is unique and that any breach of these terms would cause the Company irreparable and unquantifiable damage and that the Company shall be entitled to damages and apply for and obtain interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach hereof by you.
- g) You may create intellectual property in the course of your duties. You agree that all such Intellectual Property created by you will be completely owned by the Company. Subject to the provisions of the Patents Act , Designs Act and the Copyright Act, as applicable at the given time, if at any time during your employment, you make, discover/invent or participate in the making or discovery/inventing of any intellectual property relating to or capable of being used in the business for the time being carried on by the Company or any associated Company, you shall immediately communicate full details of and assign the intellectual property and associated Confidential Information to the Company and such property shall belong absolutely to the Company. You shall provide all assistance and documents required to register the intellectual property under the Company's name, as and when may be requested from you by the Company.
- iv. You irrevocably appoint the Company to be your agent/ attorney in your name and on your behalf to sign, execute or do any such instrument or thing and generally to use your name for the purpose of giving to the Company (or its nominee) the full and complete benefit of the intellectual property so created/ invented by you. You shall ratify all such acts and deeds of the Company or its authorized officers, acting as your agent/attorney.
- v. Management will review your performance in the month of June every year, provided that you have completed six months or more of employment with the Company, through the prescribed Appraisal process. While the appraisal process is an important factor in salary revisions, it is not the only factor. Completion of the appraisal process does not automatically mean that there will be a salary revision. Increment of the salary strictly depends on the individual performance, team performance, company's performance & finally at the sole discretion of the Management of the Company.
- vi. You shall give and devote the whole of your time exclusively to your duties with the Company and while serving with the Company, shall not engage, directly or indirectly, with or without remuneration in any business, trade, occupation, employment, service without prior consent in writing from the Company. Further, you will not undertake any activity which is contrary to or inconsistent with your obligations under this appointment or with the Company's interests.
- vii. You may be selected and sponsored by the Company for familiarization/training assignment with our collaborators or any other institutions/ organizations. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare, boarding and lodging will be borne by the Company. Any additional costs incurred shall be borne solely by you.

- viii. Your age mentioned in the matriculation/higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- ix. You will intimate in writing to the Management of the Company any change of address within a week from change of the same, failing which any communication sent by us to you, on your last recorded address as indicated above, shall be deemed to have been served upon you.
- x. You confirm that you have disclosed fully to the Company all of your business interests, whether or not they are similar to, or in conflict with, the businesses or activities of the Company, and all circumstances with respect to those that are, or perceived as, a conflict of interest between the company and you and/or immediate relatives. Also, you agree to disclose fully and immediately to the company any such interests or circumstances which may arise during your employment.
- xi. You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates due to your breach. Further you agree to indemnify, and hold the Company and its affiliates harmless from and against any actions, claim for damages awards of judgments in any proceedings initiated by the clients of the Company or any third parties in which the Company has been made a party, for the your breach of any of the provisions of this letter or any misconduct on your part. This clause shall survive termination of this letter and shall be effective even after you have ceased to be an employee of the Company.
- xii. The Company reserves the right to alter, amend, and modify the terms and conditions of employment at its discretion and is authorized to take a legal/disciplinary action for non-compliance of any of the above clauses.
- xiii. Any direct demand made by the existing employee to the referred employee for payment of referral incentive in any manner is strictly prohibited and upon finding the same the Company shall take strict action against such employee demanding referral incentive in accordance with the prevailing policy of the Company.
- xiv. These employment terms and conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
- xv. Please submit the following documents on the Commencement Date, if not submitted earlier:
- i. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
 - ii. Three copies of your recent passport size photographs preferably color.
 - iii. Relieving letter from your last employer/s in case you are/were employed.
 - iv. Copy of 1 identity proof along with the current & permanent address proof.
 - v. Medical certificate from an authorized medical practitioner stating that you are physically fit.
- xvi. On joining Company will perform background verification of your previous employments, qualification, address & Id proofs. However, if any information furnished by you is found to be false or manipulated then company is fully authorized to deny or terminate your employment.

SPORTZ VILLAGE
Foundation

xvii. You are required to sign and return a copy of this letter as token of acceptance.

Acceptance letter & all future correspondence should be addressed to:

Human Resource Department
SportzVillage,
Office number - 01A107, WeWork Prestige Club
Site No. 26 Laskar, Hosur Road, Bengaluru,
Karnataka - 560095
Ph. 18008913830

Please note that this letter of appointment shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within seven days of the issue of this letter.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours




Bharati Pandya
HR Manager
SportzVillage Foundation

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby accept the same.

I would join on _____

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure-1
Compensation Structure:

| Components | Monthly | Annual |
|------------------------------|----------------|---------------|
| Basic | 15005 | 180060 |
| HRA | 6002 | 72024 |
| Conveyance | 1600 | 19200 |
| Medical Allowance | 1010 | 12120 |
| Special Allowance | 0 | 0 |
| CCA | 1000 | 12000 |
| Bonus | 583 | 6996 |
| GROSS | 25200 | 302400 |
| Deductions | | |
| PF | 0 | 0 |
| PT | 200 | 2400 |
| ESI | 0 | 0 |
| Employer Contribution | | |
| Gratuity | 722 | 8664 |
| PF | 0 | 0 |
| ESI | 0 | 0 |
| CTC | 26922 | 323064 |
| Retainer Bonus | 1000 | 12000 |
| Net | 25000 | 300000 |

Note:

- All present & future taxes related to your employment will be borne by you.
- Payment of your monthly salary and allowances will be subject to deduction of professional tax and taxes at source as per the Income Tax and other relevant laws.

Sincerely yours,

B. Pandya



Bharati Pandya
HR Manager
SportzVillage Foundation