



Date: **13-06-2023**

To,  
**Neelesh Bharadwaj**

Sub: Appointment as Software Development Engineer I

Dear **Neelesh**,

With reference to our offer letter and subsequent discussion with you, we are delighted to inform you that you are hereby appointed as **Software Development Engineer I** in the **Tech Engineering** department of our organization PhysicsWallah Pvt Ltd.

**Terms and Conditions of the appointment:**

**Commencement:** This appointment is effective from **13-06-2023** the date of your joining our Organisation.

**Probation period:** The length of the probation period would be 4 Months from the date of joining as an employee. During the probation period employees will not be eligible for confirmed employment benefits like promotion, Bonus, Increment, etc. Once an employee successfully completes the probation period, the employee will be eligible for all applicable company benefits.

**Remuneration:** Your Annual CTC is INR **6,50,000**. You will be entitled to statutory and company benefits as applicable to employees in force from time to time to the location / place wherever you are working.

**Information & submission of documents:** As per the company policy you are required to submit the documents as mentioned in the 'Offer Letter' given to you. Failure to submit the same/failure to clear the background verification may be termed as disqualification to the proposed appointment. Further, you will keep the Human Resource Department informed of any change in your residential address or changes in the provided information that may happen during the course of employment of your service with the company.

Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.

**Third Party Background Verification:** PW conduct independent background verification of every member via third party vendor, you are required to provide all necessary information/documents to complete the background verification process, non-adherence to process may result in disciplinary action. Post completion background verification process, PW Human Resources team get the official BGV report from the vendor with the final status of Background verification.

**Leaves:** You are entitled to total 24 privilege leaves in a financial year on a pro rata basis/as per the PW leave policy excluding weekly offs and company declared holidays. In the event you are absent from duty without information or permission of leave or you overstay your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the Company.

**Notice period (Non-Faculty excluding Finance Team):**



If you wish to resign, 30 days written notice needs to be served from your side. Notice given less than 30 days will be considered as "Short Notice". However, the company may reduce the duration of Notice period at the discretion of the management and "Short Notice" will be relaxed accordingly. Notice period during the probation period would be 15 days.

If an employee is serving short notice, the amount in lieu of short notice will be recovered or deducted from full and final settlement of the employee. The amount in lieu of short notice will be calculated on Gross Monthly Salary. If you do not perform up to the mark the company can terminate your service at any given time. Please note the notice period duration can be mutually agreed.

Any balance of advance or loan taken by you from the Company, shall be fully recovered from your salary including any other legal dues, at the time of your leaving the services of the Company. In case the amount is insufficient you are liable to pay by means of cheque in favour of the company the remaining amount and clear the dues.

While working as an employee if you enter into any business transaction with any party on behalf of the company within your permissible limits, it shall be your responsibility to ensure recovery of outstanding. If any outstanding remains at the time of leaving the services of the company, it shall be your responsibility to recover for remittance to the company before you proceed to settle your legal dues in full and final settlement of your account.

**Notice period (Faculty and Finance Team):**

- Ideally our association should only be terminated at the closing of the academic year with prior notice of 60 days. At any point of time, 60 days advance notice in writing should be given by both the parties to terminate the association. Party failing to serve 60 days' advance notice, shall pay an amount equivalent to gross compensation in lieu of short notice to another party.  
This association cannot be terminated by an employee before closing of academic year in any circumstances, if employee terminate the association or discontinue the services before closing the academic year or in between the academic year, company will withhold and will not pay the due amount whatsoever and company will take legal action against the employee including financial penalty, amount equivalent to gross compensation in lieu of short notice.
- For Finance team members: If you wish to resign, 60 days written notice needs to be served from your side irrespective of the probation period. Notice given less than 60 days will be considered as "Short Notice". However, the company may reduce the duration of Notice period at the discretion of the management and "Short Notice" will be relaxed accordingly.

**Retirement:** You shall retire from the services of the Company on attaining 60 years of age.

**Transfer:** The Company may transfer your services to any department / site / location in any part of India without any compensation or extra remuneration or provision of accommodation or transport at its discretion. On transfer, your salary structure may differ as per policy and all other terms and conditions will remain the same.

**E-Communication:** Official email ID which will be provided to you must be used exclusively for authorized official purposes only. You will be responsible for any unauthorized and unapproved usage of this email id.

**Conduct:** You shall always behave and maintain the decorum, decency and discipline as per the policy and rules of the organisation in force from time to time.

**Confidentiality:**



1. **Confidential and Proprietary Information.** In the course of employment, employees will be exposed to confidential and proprietary information. Such information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, , databases, inventions & know-hows, Student profiles, Supplier Details, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, which Employer considers confidential and proprietary. Employee acknowledges and agrees that the confidential and proprietary information is valuable property of Employer, developed over a long period of time at substantial expense and that it is worthy of protection.
2. **Confidentiality Obligations.** Except as otherwise expressly permitted in this Agreement, the Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information, official Incidents either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with the Employer's prior written consent.
3. **Rights in Confidential and Proprietary Information.** All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Employee by Employer  
-are and shall remain the sole and exclusive property of Employer, and  
-are disclosed by Employee solely in reliance on Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business.  
This Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to the Employee.
4. **Irreparable Harm.** Employee acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement. Employers shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Employer under this Section, the Employer shall be entitled to recover its attorney's fees and costs of legal proceedings, fines and fees from the Employee.
5. **Non-Disclosure.** Employee agrees at, except as directed by Company, and in the ordinary course of Company's business, Employee will not at any time, whether during or after his employment, disclose to any person or use, directly or indirectly, for Employee's own benefit or the benefit of others, any Proprietary Information, or permit any person to examine or make copies of any documents which may contain or is derived from Proprietary Information.
6. During the period of your service with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.
7. All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten and also information and instructions that pass through you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment. You are expected to observe secrecy & not part with company's sensitive & confidential information or strategy, finance, documents or products. You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during course of employment and on cessation for at least 2 years period.
8. You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by policies, rules, regulations and orders promulgated by the management from time to time.
9. You will not (except in the normal course of the Company's business) publish any



article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the written permission from the Company.

10. You will not accept any present / gift, commission or any sort of gratification in cash or kind from any person, party or firm or company, dealing with the company and if you are offered any, you should immediately report the same to the Management.
11. No authority is vested upon you both to make any financial commitment and enter into agreements / contracts / understandings of any nature with any second party and third party without seeking the prior permission/approval of the management. Any violation to exceed your specified authority as mentioned will be seriously viewed and disciplinary / appropriate legal action will be taken.

**Termination:** Your services may be terminated without notice and on account of reason of any of the above acts or omissions. The company shall be entitled to recover the damages from you. In case the employee wishes to end the service, He/she will have to serve the notice period as per the organizational norm [30 days maximum] The notice period duration can be mutually agreed. Notwithstanding the above condition, the contract of service may also be terminated because of under-mentioned stipulations. This will be without payment of any compensation:

- In case you are found to be medically unfit either physically or mentally by the Company's authorized medical practitioner or hospital, on health examination.
- As and when the Company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and / or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification, experience , salary etc.
- If you are found to be not possessing desired qualification as may be required from time to time and necessary for continuation of business or its exigencies or on account of redundancy.
- If at any time you are showing non-performance on job responsibilities or are guilty of fraud, dishonest, disobedience, misconduct, negligence, moral turpitude, sexual harassment, prejudice, suppression of material information or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
- In case your Background Verification report found to be Red, your services will be terminated without any notice on immediate basis.
- On the termination of your employment for whatever reason, you will return to the Company all property; documents and information pertaining to your projects and assignments, both original and copies made.

**Policies** have been created and made available to all the employees. These policies establish boundaries for acceptable behaviour and guidelines for best practices in various situations. Policies establish clear communication about expected behaviour from you. Changes, alteration and modification in the policies will be done periodically.

It is your duty to access, read and understand the said policies and changes made in it from time to time as these policies and changes abide by you. Hence you are presumed to be



aware of the policies and changes made from time to time. A person who is unaware of policies and changes cannot escape his/her liabilities merely because of the unawareness of those policies. Hence it will be considered as ignorance and ignorance cannot be an excuse to escape from liabilities.

**Applicability of Company Policy:** The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

**Statutory Compliance** towards Income Tax, Professional Tax, Provident Fund etc. as per the law. The company is obliged to deduct Income Tax at source as per provision of Income Tax Act / Rules. Accordingly, you are required to submit all required proof of permitted savings / investments and other details from time to time to enable the company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the company is required to pay any interest or payment under Income Tax Act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection

Zero tolerance policy under The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) act, 2013 is adhered by the organization.

**Intellectual Property Right:** If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the Company.

**Personal information:** You acknowledge and understand that Physics wallah will process your personal information including your sensitive personal data or information ("Personal Information") for purposes set out in the Data Privacy Policy which is available on the Company's intranet. By accepting the terms of employment, you hereby consent to the collection and disclosure of your Personal Information by Physics wallah to and from third parties and for the transfer of your Personal Information by Physics wallah to Physics wallah group companies, suppliers and customers within and outside India, where it is necessary for purposes related to your employment or where it is legally required. The reference to "sensitive personal data" above is to the categories of personal data identified by data privacy laws as requiring special protection. You also agree to comply with the Personal Information Protection Policy ('Policy') which is available on the Company's intranet in all the data processing activities which you may perform on Physics Wallah's behalf. In particular, you agree not to use any Personal Information other than in connection with and to the extent necessary for meeting the business requirements of PhysicsWallah.

**Disclosure agreement:** You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your employment.

**Note:** We strictly prohibit sharing salary details with any co-workers or employees. That is a destructive practice and only leads to dissatisfaction amongst all.





**Dispute Resolution:** In the event of a dispute, the first means of resolution shall be Mediation, in case of failure to resolve by mediation dispute shall be resolved through arbitration as governed under the Arbitration and Conciliation act 1996

**Social Media Policy:** PhysicsWallah recognizes the role social media plays in modern communication. As such, we respect the right of employees to use social networks for self-publishing and self-expression while adhering to our organizational guidelines. This social media policy exists to ensure employees, regardless of their positions within the company, to use their social accounts in safe and effective fashions, which does not affects the Company as well as its image in any way.

## DEFINITION.

The word Social Media includes:

- Popular social networks such as Twitter and Facebook
- Photo-sharing websites such as Pinterest and Instagram
- Professional social networks such as LinkedIn
- Discussion forums such as the ones found on Reddit
- Question and answer-based networks such as Quora and Yahoo Answers
- Review systems such as Yelp and Google Reviews.

## SCOPE

This policy pertains to all the employees of PhysicsWallah Pvt. Ltd., but is specially directed towards the Subject Matter Experts since they are the ones with most public interactions via mediums of PhysicsWallah (Website/ Application/ Channels).

## GUIDELINES

- PhysicsWallah does not distinguish between “personal time” and “work hours” usage, or personal devices and organization-provided equipment. You are at all times a representative of PhysicsWallah regardless of how or when you are posting on social media.
- Employees will be held personally liable for any commentary that is considered defamatory, obscene, proprietary or libellous by any offended party up to and including, PhysicsWallah.
- Employees are prohibited from posting company’s name, trademark or logo or any company-privileged information, including but not limited to: copyrighted information or company-issued documents unless authorised by PhysicsWallah.
- Employees are prohibited from promoting personal projects or endorsing other brands, causes or opinions without the use of a disclaimer to separate employee’s personal uses with those of PhysicsWallah.
- If you have a problem with the company, discuss the same within the company with the Superiors, Designated HR Managers & Legal Team so Appointed by PhysicsWallah to Deal with such Issues as with and not on social media, no positive outcome can come out of the same.
- Employees are strictly prohibited from harassing, discriminating or disparaging any employee, students and their guardians or anyone affiliated with or doing business with PhysicsWallah.
- Any rumours, slander, or confidential information shared via social media or otherwise may have a significant negative impact on this company and its reputation. Legal action may be brought against the individual responsible for the publication or of this



information.

- Employees are responsible for ensuring that their online activities do not interfere with their ability to perform their job, or to fulfil commitments to their managers, co-workers or clients.
- Do not, under any circumstances, disclose any personal information about the company or its employees.
- Do not disclose confidential information about the company, its practises, or any information meant to be shared only with fellow employees.

VIOLATION OF THE GUIDELINES MAY RESULT INTO TERMINATION AND / OR LEGAL PROCEEDINGS AGAINST THE EMPLOYEE.

**Acknowledgement:** As a token of your having understood & accepted the terms and conditions enumerated above please acknowledge this policy digitally.

Hope that this will be the beginning of a long and successful career with us. We welcome you wholeheartedly to the Physics Wallah family and look forward to a fruitful collaboration.

for **Physics Wallah Private Limited.**

**SATISH KHENGRE**  
**Chief Human Resource Officer**