

05.05.2025

Mr. Keshava G,
No 153, B-5 Block, BDA Flats,
Kallahalli, Sivan Chetty,
Bengaluru, Karnataka - 560042.
SAP ID - 15520672

Dear Mr. Keshava G,

This has reference to your application and our subsequent offer made to you.

We are pleased to appoint you as **Assistant Manager - Business Development** in **Platform business** at **Bengaluru** at a Total Target Remuneration of Rs. **850,000** per annum, with effect from **05.05.2025**. A detailed break-up of your Total Target Remuneration is provided in Annexure 1 (TTR Annexure).

This appointment is governed by your acceptance of the Service Terms and Conditions and Code of Conduct (Integrity Attitudes) of the organization as mentioned in Annexure 2 (Service Terms and Conditions and Code of Conduct Annexure) and any other rules or policies that already exist and may be introduced or amended from time to time within the Organizational framework.

Kindly return the duplicate copy of this letter duly signed by you as your acceptance of this appointment.

We welcome you in the Organization and wish you a long and successful career with us.

Yours sincerely,



Brilliant S. K.
Chief People Officer

Cc: Finance
Cc: Service File

Acceptance of Appointment

I hereby accept my appointment and agree to abide by the Service Terms and Conditions and Code of Conduct (Integrity Attitudes) of the organization.

Signature: *Keshava G*
Date: 05/27/2025

ANNEXURE 1
Total Target Remuneration

Name: Mr. Keshava G
Grade: Assistant Manager
Designation: Assistant Manager - Business Development
Location: Bengaluru

Earning Head				Remarks
A	Monthly Components	Monthly	Annual	
1	Basic Salary	24,792	297,500	
2	House Rent Allowance	12,396	148,750	
3	Special Pay Allowance	16,903	202,840	
4	Conveyance Reimbursement	6,000	72,000	Tax free component - To be claimed online
5	Communication Reimbursement	2,500	30,000	Tax free subject to providing bills
6	Leave Travel Assistance	4,000	48,000	Can be claimed as a taxable monthly component
Total of A		66,591	799,090	
B	Benefits			
7	Company Contribution to Provident Fund	1,800	21,600	
8	Monetized Value of Medical Insurance	1,250	15,000	Medical coverage for Self + Spouse + 2 kids + 2 parents (1+5)
9	Gratuity *	1,193	14,310	Payable as per Payment of Gratuity Act on completion of 5 years
Total of B		4,243	50,910	
C	Total Target Remuneration	70,834	850,000	

This Structure has been customized as a onetime adjustment, in the subsequent review cycle the structure would be as per company policy
**** If the bonus act be applicable/ be revised in regard to the salary limit whereby you are eligible for Bonus, then we will make appropriate adjustments from this allowance against the bonus payable to your consequent to the relevant requirements under the payment of bonus act or any other law in this regard. All payments are subject to taxation as per IT Rules.**
*** Gratuity is payable as per Payment of Gratuity Act on completion of 5 years.**



Brilliant S. K.
Chief People Officer

Cc: Finance
Cc: Service File
Acceptance of Appointment

I hereby accept my appointment and agree to abide by the Service Terms and Conditions and Code of Conduct (Integrity Attitudes) of the organization.

Signature: *Keshava G*
Date: 05/27/2025

05.05.2025

UNDERTAKING

1. I state I will resign from my current employer to seek employment with TIMESPRO and will complete all exit formalities before joining TIMESPRO.
2. I state that I will be providing the resignation acceptance email copy from current organization to TIMESPRO, within 3 working days' time from the date of offer acceptance.
3. I acknowledge that TIMESPRO has, on my representation that there are no claims or cases of fraud or misrepresentation against me by any of my previous employers, in good faith agreed to employ me.
4. I acknowledge that I will complete joining formalities before date of joining.
5. In consideration of TIMESPRO agreeing to offer me the employment, I hereby undertake, that if I fail to join the company post completion of joining formalities, TIMESPRO reserves all the right to do the recovery for all cost incurred including Travel, Medical test, Back ground check etc.
6. If I resign from services of TIMESPRO before the aforesaid period of 1 Year from the date of joining services of the Company, I shall be liable to pay to the Company the cost incurred on hiring, On-boarding and training. I hereby agree that in such an event, TIMESPRO may its sole discretion recover the full amount from me.
7. This offer is made contingent to your submission and interviews, any discussions between you and the team shall remain strictly confidential.
8. You will not be entitled to any other benefits not mentioned in the offer, as a policy all commitments are valid only if it is stated explicitly in writing and by an authorised member of the Human Resources Team.
9. Matters of compensation are highly confidential and private, you are required to ensure that all matters are discussed with the HR Partner / Chief People Officer only in case of any queries.



Brilliant S. K.

Chief People Officer

I have received a copy of this letter and accept that the content of this letter constitutes my employment.

Mr. Keshava G

Signed & Accepted: *Keshava G*
Date: 05/27/2025

ANNEXURE 2

I. SERVICE TERMS AND CONDITIONS

1. M/s. Times Edutech And Events Ltd. (hereinafter referred to as “**The Company**”) follows a matrix structure whose essence is multiple reporting and varied responsibility for fostering imagination, creativity and ideation to maximize shareholder value. Though you will be assigned to a senior colleague for formal day-to-day reporting, you are expected to report and relate to colleagues at various levels of the Company for your different assignments. You may have the opportunity to interact with the Chairman/ CEO Group irrespective of your official reporting relationship and you are ultimately responsible and accountable to them. A formal review of performance will be conducted by reporting Manager at the end of 6 months of service or as per Company policy for performance review as published.
2. Either parties (you or the Company) may terminate the services under this appointment without assigning any reason thereof by giving 30 days’ notice (in case of resignation within first Six months from the date of joining) or 60 days’ notice (resignation after completion of Six months in the organisation post joining).
3. In case of Resignation, the Company alone at its discretion, release the employee early and accept payment in lieu of notice. Employees will be required to pay such a shortfall as per Company policy on Basic pay. All recoveries or payment of shortfall of notice served will be paid along with the Full and Final settlement. Full and Final settlement would be initiated only after resignation is formally accepted by the Company and completion of handover formalities by the employee as defined by the Company.
4. Company may at any time during the term, may forthwith terminate the employment of Employee for malfeasance, misfeasance, or nonfeasance in connection with the performance of Employee's duties, the cause to be specified in the notice of termination. Without limiting the generality of the foregoing, the following acts during the term shall constitute grounds for termination of employment without notice or pay hereunder:
 - i. Any wilful and intentional act having the effect of injuring the reputation, business, business relationships of Company or its affiliates;
 - ii. Conviction of or to a charge of a felony or a misdemeanour involving moral turpitude;
 - iii. Material breach of covenants contained in this Agreement; and
 - iv. Repeated or continuous failure, neglect, or refusal to perform Employee's duties hereunder.
5. If at any time you are found to be under performing or guilty of fraud, theft, dishonest, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission, misrepresentation or any other illegal act either in the employment space or outside the premises of employment or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter,

Brilliant SK

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.

6. Termination in case of Employee's Failure to Meet Performance Standard. Employee's employment with the Company, at the Company's discretion, upon immediate written notice to Employee if the Company terminates the employment hereunder for "cause". For purposes hereof, "cause" shall include:
 - i. Employee's wilful malfeasance, misfeasance, nonfeasance, or gross negligence,
 - ii. any wilful misrepresentation or concealment of a material fact made by Employee in connection with this Employee Agreement.
 - iii. the wilful breach of any covenant made by Employee hereunder; or
 - iv. the failure of Employee to meet the performance standards as per the job profile of the Employee.
7. You are expected to attend to your duties and responsibilities punctually and regularly, except on weekly offs and holidays as notified from time to time by the Company. You are expected to devote your full time and attention towards attending to your duties and are expected not to be engaged directly in any other trade, occupation or business whatsoever, without previous written consent of competent authority of the Company.
8. Company policies relevant to your position and employment will be accessible on the HR shared drive with access control.
9. You will be eligible for Paid Leave as per the Company's HR Policy applicable to your employment.
10. All intellectual property rights relating to the work done or created by you in the literary, dramatic, or artistic work done in the course of your employment related to your Services and the trade channel of the Company shall remain with the Company solely and exclusively with the Company in perpetuity. The Company shall have the sole and exclusive right to utilize any such material created, written, given, or made by you during employment utilising the Company information. The right in these works that are created, written, given, or made shall continue to vest with the Company even after the termination/ discontinuation or end of the employment. You shall not be entitled to any residual copyright in the same. The Company would have all exclusive and universal rights to republish, resell or reuse in any form of media (print, publishing, electronics, television, radio, internet, mobile, digital, web, or any other emerging form driven by technology or otherwise, etc.) the articles, stories, features, cartoons, photographs, illustrations, graphics, books, audio transcripts, audio and or visual work, logos, brand names, or any other work created, written, given or made by you during the course of the appointment period, without any payment made to you.
11. In consideration to the valuable remuneration / payment / other benefits made under this Agreement, during the course of your employment all your posts or any material created or any work in the education industry, including but not limited to on social networking, micro blogging, video publishing, other social platforms, or Times Group blogs, or any other blog, or discussion forums, or education groups or mailing

lists, through any means or under any name, directly or indirectly, all intellectual property rights in such material or work, shall vest solely with the Company in perpetuity.

12. In the event the Company approves posting of any material or work in any media, as stated above, all posts by you shall be made under a name / acronym which contains the Company's trademark "Times Pro or TEEL," or any other mark allowed by the Company, as a prefix or a suffix. You shall not alter the allowed name / acronym or any related password(s) without written permission of the Company, to be given by Company's relevant and competent authority. For the consideration under this Contract, and in light of the fact that such posting shall be advertised by the Company in its sole discretion and at its expense in various media, you agree that any and all goodwill that is generated from your said posting, all content of the material or work created for such posting, the platform of such posting and related followership of people / unit of friends / readership, acronyms and passwords shall also be owned by the Company as the first rights holder and that you shall do everything required, both legally and morally, to ensure that such rights subsists in perpetuity with the Company.
13. You shall work exclusively for and in the interest of the Company and undertake not to engage in any other work, business, consultation of any kind or accept any employment whether free or paid, directly or indirectly in any other education company or any company in the trade channel of provision of executive education, vocational training, imparting e-learning modules, corporate training etc.
14. During the continuance of your employment and/or anytime thereafter, you shall keep confidential and prevent the disclosure or divulgence of any and all information, instruments, documents, reports, statement, logs, records, correspondence, discussions, contracts, plans drawings, photocopies, copies, methods, trade secrets, products, know how, layouts, patents, affairs, dealings, finances and accounts and all other business matters of The Company whether same may be confined or become known to you in the course of your service or otherwise.
15. If you are required to contribute any related work or inputs in addition to work assigned to you, no extra payment will be made for the same. You may be required to attend duty in shifts for completion of the same.
16. You shall hold yourself in readiness for any training at any place or places whenever required.
17. You are liable to be transferred from one Function/ Department to another and from one shift to another shift in the same Function/ Department or any other Function/ Department, or from one location to another location of the Company and also its Associate Companies existing or acquired/ started later on, as required by the exigencies of the business, at the discretion of the Company and you shall do such work which will be assigned to you from time to time.
18. You undertake not to work with any competing business engaged in the dissemination of vocational training for at least a period of one year without our written consent from competent authority of the Company, from the date of your leaving services of the Company.

19. You agree that during the Employment Period, you shall devote your full business time to the business affairs of the Company and shall perform the duties assigned to you faithfully and efficiently and shall endeavour to the best of your abilities to achieve the goals and adhere to the parameters set by the Company.
20. Your retirement from the services of the Company will be on completion of 58 years of age, provided the management of the Company is satisfied about your physical fitness for efficient performance of your duties when you attain the age of 55 years. Where the management of the Company is not satisfied about your physical fitness, the age of retirement shall be on completion of 55 years.
21. This appointment is valid subject to your providing proof of date of birth and other certificates regarding your qualification as outlined in the resume and Form of Application for Employment. Any evidence of any incorrect disclosure would lead to termination of your employment.
22. The Terms & Conditions of employment shall be governed by and construed in accordance with Indian Laws. Further, it is irrevocably and unconditionally agreed that the Courts of Mumbai shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning the term of employment or any rights, duties, obligations, or liabilities arising there under.
23. The Company, through its competent authority may publish additional policies and /or incorporate changes and addendum to these terms as and when needed, the same shall be binding and applicable to employees.
24. The relationship between the Company and you being employer-employee is entirely governed by this appointment letter and no statute, award or other instrument shall govern the same.
25. Neither party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by any reasons beyond the reasonable control of either party, acts of God, Government laws or regulations, war, or any other cause beyond its own control and without its fault or negligence.
26. The company owns all IPRs in official communications made by / with you in any media while performing your duties including but not limited to social media accounts or messages, emails, audio/ video recordings, WhatsApp messages or other official communications made through any electronic digital media in digital form or on devices (laptop/ mobile/ flash drive / hard disk or any other personal storage devices by whatever name called). Accordingly, during the term of this contract or in the event of its termination, all documents / files / information / conversations specifically prohibited herein shall be retained by the company. Any such official communication will not be permitted to be taken out of the office premises and may be deleted / altered from your personal accounts / devices at the company's discretion. The company may permit taking out of office only such information and/or conversations which are not proprietary to the Company or such data which is private in nature and is not arising out of your official obligations under this contract.

27. After exiting the Company, you shall immediately modify your employment status in your social media accounts (including but not limited to LinkedIn, Facebook, Twitter, Instagram, WhatsApp etc.) and remove your association with Company. Your full and final settlement is contingent to updating all social media accounts. This is your responsibility to adhere to the above and at any point during or post employment you are found to be in violation of companies Social Media Policy the Company shall have the right to take strict legal action against you and all the legal cost in relation to this shall be solely borne by you.

II. CODE OF CONDUCT (INTEGRITY ATTITUDES)

1. You shall not borrow or lend money from any staff from within the Company or its parent or associate companies.
2. You understand that any content of the Company is its core intellectual property and any data handled by you shall be maintained in absolute confidentiality and shall be shared only on need-to-know basis. Without prejudice to any other remedy available to the Company under law, Company reserves the right to take any legal action against you upon any proven breach of confidentiality prior or post your resignation/termination.
3. You or your immediate relative(s) shall refuse any gift offered by any person(s) who has or may seek to have dealings with the Company. The Company's reputation and the respect of those with whom it deals with are among its most vital assets. These must not be jeopardized by acceptance of any gifts. However, gifts given as prizes at exhibitions, conferences, seminars, etc. or as part of a free raffle or draw may be accepted but in principle they belong to the Company.
4. Any Hospitality/ Entertainment which is of substantial monetary value should be refused. It would however be too rigid to say that no hospitality should be accepted. Some examples of hospitality / entertainment which may be acceptable (subject to a nominal limit of Rs. 1000/-[Rupees One Thousand only]): e.g. a working meal provided to allow parties to discuss or to continue to discuss business, invitation to attend a dinner or function of a Society, Institute or other non-commercial body with whom the Company has contact, invitations to attend functions where the employee represents the Company (opening ceremonies, public speaking events and conferences).
5. The Company encourages you to keep away from smoking and drinking when representing the Company at all times. The Company discourages all forms of substance abuse, any violation or usage of substance would result in legal action being initiated as mandated by laws of the land.
6. The protocols and culture of the Company should be respected as being different from those in other Institutions or Organizations. The Company does not encourage practices, designations, courtesies, etc. followed in other Institutions or Organizations because the same delays the process. The Company's courtesies and protocols are meant to expedite the transactions. The Company believes that people who perform over courtesies tend to cause divisiveness in the Company.
7. In the course of training and development as well as your engagement with the Company you will be privy to or possess proprietary and confidential information/ knowledge including trade secrets and the

Company's confidential business, marketing and publishing strategies. The same shall not be used by you except in the interest of the Company.

8. In the event of any emergency where intellectual property created, written, given, or made by you is sought by the Government, then the same will be delivered with due written permission of the Company. In such a case, an application for the same is to be made to the competent authority of the Company by the Government Agency desiring the same, citing appropriate reason.
9. The Company has often welcomed former employees back, and it is a matter of record that people have left and returned. The Company has never felt the need to hold formal farewell events for exiting employees.
10. In the event you resign/ separate from the Company, you will not recruit, select, or influence in any way, any employee of our Company or anyone working with us on contract, to join your future employment, as an employee or partner or any other form of work association, after the separation of your services with us.
11. Verbal Promises/ Commitments: The Company believes that mere casual conversations are not commitments. Where such conversations have led to commitments the onus is obviously on the employee to submit proof of such commitments if at all made. But the reality is that in the absence of any written commitment, no individual and no Company can ever get to the truth of such claims. And therefore, any side talk or commitment unless duly recorded are unfounded and untenable. While such claims are generally without any substance, they end up causing needless stress and wastage of time. Oral promises do not constitute a formal contract between the individual and the Company and are by no way binding on the Company. Such oral talks even if so held sans contract, do not constitute any enforceable claims. Rewards are at best contextual, linked to obligations or performance or responsibility. A written contract therefore states in black and white the obligations followed by the reward and is therefore acknowledged and enforced by the Company as opposed to unfounded promises.
12. TEEL always encourages its employees to keep themselves healthy, thus one should maintain his/herself healthy and neat and clean during employment.



Brillian S K

Chief People Officer

Acceptance of Appointment

I hereby acknowledge, that I have read, understood the terms of my employment and accept my appointment and agree to abide by the Service Terms and conditions, Confidentiality and Code of Conduct (Integrity Attitudes) of the Organization.

Signature: Date: 05/27/2025

