

T | 080 4057 9999  
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E | info@fitkids.co.in  
W | www.fitkids.co.in  
CIN | U80211KA2010PTC052190

22<sup>nd</sup> July 2019

**Ms. Surma Kumari**  
**C. No.: +91 9663433040**

**Dear Surma,**

We are pleased to offer you the position as described below with FitKids Education and Training Pvt. Ltd. ('The Company'). This is an official letter of Offer of Appointment stating the terms and conditions of your employment contract. In the event that any changes are necessitated, you shall be duly notified in writing.

**POSITION:**

You are hereby offered an appointment in the company as "**Physical Education Specialist**". **Your work location is Bangalore.**

Your role will include the following responsibilities among others:

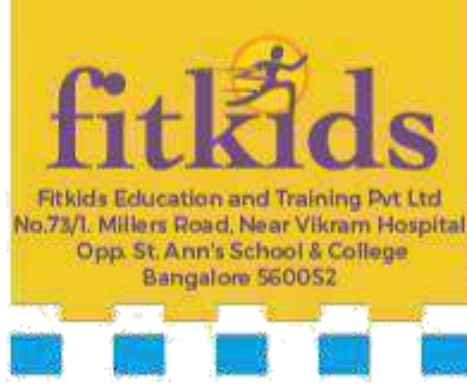
- Being responsible for delivering the Leapstart program in assigned schools
- Liaisoning with PE teachers and PE department in schools to deliver the Leapstart programs and ensure seamless and smooth delivery of the program in conjunction with the PE department
- Creating customized programs for each school based on their timetables and infrastructure
- Responsibility for maintenance and upkeep of all Leapstart equipment
- Responsibility for conducting periodic assessments and preparing reports on progress of the program for each student
- Creating reports for parents, school management, and Leapstart management.
- Handling additional responsibilities of the school on behalf of Leapstart.

**PERIOD OF APPOINTMENT:**

Your service contract with the Company shall commence from **July - August 2019**. You shall be on probation for a period of **SIX Months** from the date of joining. Your performance will be evaluated at the end of the probation period. Depending on your performance the probation period may be ended or extended at the management's discretion.

Also annexed to this Appointment Letter is the explanation of benefits that you are entitled to avail and the terms and conditions of your employment. Kindly confirm your acceptance to the same by signing on this Letter of Appointment.

Enclosures: Annexure I: Explanation of Benefits & Schemes



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## ANNEXURE I

### EXPLANATION OF BENEFIT SCHEMES & GENERAL INFORMATION:

The following is an explanation of the benefits currently made available to full time employees of the Company. The Company reserves the right to change, modify, suspend, terminate, cancel, interpret, or vary any of the benefits summarized below, either in whole or in part, at any time with or without prior notice or consent.

You will be paid an all-inclusive Cost to Company Yearly Compensation (CTC) of **Rs.2,24,052 Per annum. (Rs. Two Lakhs Twenty-Four Thousand and Fifty-Two Only).**

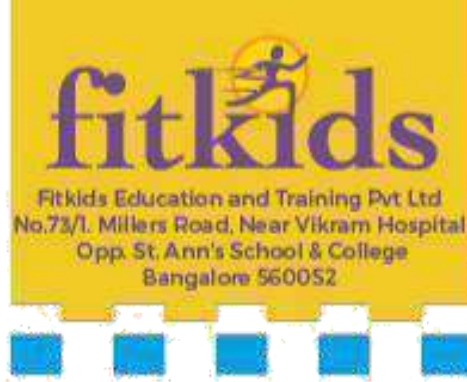
Particulars	Monthly	Annual
	Amt Rs.	Amt Rs.
Basic	₹ 7,521	₹ 90,252
HRA	₹ 2,025	₹ 24,296
Conveyance Allowance	₹ 1,012	₹ 12,148
Medical allowance	₹ 1,012	₹ 12,148
Attendance Bonus **	₹ 2,000	₹ 24,000
Statutory Bonus	₹ 1,000	₹ 12,000
Discretionary Allowance (National Representation)	₹ 1,553	₹ 18,636
Co. Contribution to Provident Fund (13.61% of Basic/15K cap)	₹ 1,024	₹ 12,283
Co. Contribution to ESI (4.75% of Gross Salary)	₹ 524	₹ 6,288
<b>Total CTC {A}</b>	<b>₹ 17,671</b>	<b>₹ 2,12,052</b>
Retention Bonus {C}	₹ 1,000	₹ 12,000
<b>Total CTC (A+B+C)</b>	<b>₹ 18,671</b>	<b>₹ 2,24,052</b>

\*Retention Bonus of 12,000/- will be paid on completion of 12 months of service from date of joining. This is a two-time payment to be paid bi-annually or even six months only for the first year upon completion which the amount will be added to existing CTC.

Attendance Bonus: An attendance bonus of Rs.2000/- which will form part of your monthly salary, will be paid provided you have not exceeded the stipulated number of leaves allowed in a month.

\*\* As per the Leave policy, every trainer is eligible for 4 days of Planned Leave and 6 days of Sick Leave every year. If the trainer exceeds the permissible leaves in any given month, it will be treated as LOP (Loss of Pay) and the attendance bonus will be withheld.

**\*Note- The organisation may change your job location owing to business requirements**



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This cost to company includes all the variables and benefits given to you, this will include **Base Salary + Variable Salary + Benefits**

**Base Salary** is divided into Basic + Dearness Allowance + HRA (House Rent Allowance) + Conveyance + Medical Allowance + Provident Fund + ESI.

Attendance Bonus and Statutory Bonus

**Variable Allowance** includes City Allowance + After School + School Head

Displacement Allowance (This is a Dynamic component and will change with Location and any additional responsibilities).

After School Allowance – In case you are involved in “after school programs” for sports specialization for the program the pay-out is separate.

**Benefits Pay** includes Provident Fund, ESI and Gratuity. \*Salary

pay-out will happen on or before the 10th of every Month

**Travel & Conveyance:**

- Reimbursements for work related travel or courier expenditure accrued by you shall be made which are official expenses outside the normal scope of work. You will be required to retain all the invoices, vouchers etc. and submit the same to the accounts department in order to claim reimbursement.
- You shall be entitled to claim reimbursement at the end of each month before the 25th.
- Reimbursement of Travel expenditure to the work place from home, either to office or school is not allowed once the training period is complete. Travel to and from the training venue during the training period is not allowed for claims for both out station and in station candidates.

**Training**

- The Company will be providing you training from international experts and you will be required to participate in the training.
- We will provide adequate training for you to deliver the programmes effectively and you should be always available for the same.

**Working Hours, Leaves & Holidays:**

You will observe a six day working and working hours are as per the schedule of the company.

The Company provides paid leave in a calendar year. In addition to the Vacation leave of 15 Days per Calendar Year, the Company announces its Festival and National Festival holidays on a yearly basis. **A list of the Festival and National Festival holidays, 06 Sick Leaves, 04 Planned Leaves and 15 Vacation leaves will be made available to you.**

Sincerely,

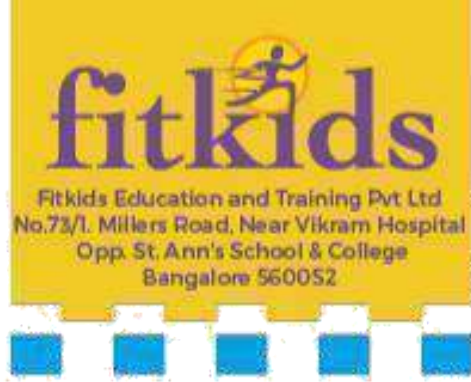
FOR **FitKids Education and Training Pvt. Ltd**

Agreed and Accepted:

**Authorised Signatory**

**Name and Signature.....**





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## ANNEXURE II

### GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:

#### 1. Training

1.1 The Company will be providing you training from experts and you will be required to participate in the training. Please note that your formal employment with the company will start from the date of deployment in the school and this is subject to clearing the training post induction. The first level of training will last for a period of 10-14 days post induction and on successful clearance of the same, your OJT or on the job training will commence. Please note that failure to clear the training evaluation in the first level will result in you not being selected for a position with the company.

1.2 In case if you leave the job within Eleven Months from the date of joining, you will have to reimburse the Training Cost invested on you by the company. On signing this Appointment Letter, you shall hand over a Post-Dated Cheque (PDC) for INR 30,000 (Thirty Thousand only) as security deposit. In the event of you leaving the Company prior to the Eleven-month period, the Company shall be entitled to encash the PDC in order to reimburse the training cost incurred and invested by the Company. On completion of the Eleven-month period, the PDC shall be returned to you to by the Company. The PDC shall not in any way prejudice the rights of the Company to prosecute/proceed against you for damages/loss incurred due to breach of any other terms of the Appointment Letter.

1.3 Please note that we also collect any one original education document at the time of the training and this will be with the company for a period of 11 months or till the trainer completes the full 11 months in the organization. Upon completion of 11 months, the original document will be sent back or handed over to the concerned employee. Cheques and documents will be handed back to the candidate in case he/she fails to clear evaluation in the first level or post OJT.

#### IMPORTANT NOTE:

You will undergo training for 4 weeks (1 week of classroom training & 3 weeks of on the job training). You will undergo 2 assessments, the first one after the 1 week class room sessions and the final after 3 weeks of on-job-training. If you do not clear the final assessment, you will be relieved from the services of the organization with 3 days show cause notice.

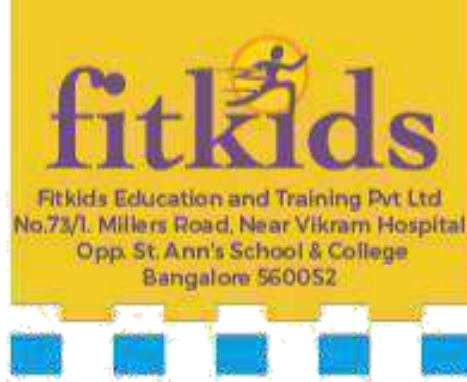
2. **Accountability:** As an employee of the Company you are expected to work with a high standard of initiative, efficiency and economy. You are also required to adhere to all Company policies and procedures whether written or oral, and always act in the best interests of the Company.

3. **Reporting Structure:** As a PHYSICAL EDUCATION SPECIALIST, you shall report to your designated Head of Department/ Regional Manager. The Company reporting Structure will be made available to you on joining.

4. **Code of Conduct:**

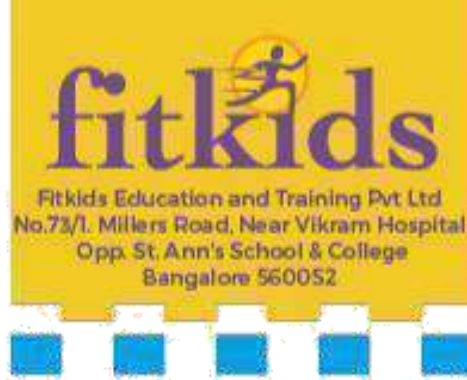
- 4.1 The Company expects acceptable behaviour and conduct from you at all time and should not receive any complaints from PE departments of schools, school management or Students about your conduct.
- 4.2 You are expected to adhere to school timings – and be available over some weekends for trainings, review meetings with Leapstart management etc.
- 4.3 You will be required to adhere to rules of the school that you are assigned to at all times
- 4.4 You will be expected to maintain very high standards of professional behaviour and conduct.
- 4.5 Any transgression or contravention of these rules of conduct on your part will be thoroughly investigated and in the event that you are found responsible or guilty of misconduct, your service shall be terminated immediately.





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5. **Right to Information:** You will be obliged to keep the Company informed of any changes related to your personal particulars such as your address, contact details, if there are litigations pending against you then the nature of the litigation etc.
6. **Duty to abide by all Company Agreements:** All agreements, confidential and non-disclosure information, contracts, covenants and obligations entered into by the Company with any other person or entity would also be binding on you.
7. **Exclusivity:** During the term of your employment contract with the Company, you shall provide your services exclusively to the Company and no other person or entity.
8. **Duties & Responsibilities:** In addition to your key responsibilities as a Physical Education Specialist, you shall perform such tasks and duties as may be assigned to you from time to time. You shall at all times follow all of the Company's legal instructions and directions and shall abide by all its rules and procedures. You shall devote your full time, attention, skill and efforts to the tasks and duties assigned by the Company.
9. **Negative Obligations:**
  - 9.1 You are not authorized to sign any contracts or other kinds of financial agreements nor commit the company financially in any agreement whatsoever, unless expressly authorized by the Company.
  - 9.2 You may not sign appointment letters for members of your team or any other person who is in the employ of the Company. You may, however, refer potential recruits to your team or to the company at large to the human resources department of the Company who will evaluate the prospective candidate.
  - 9.3 Any extraneous inquiries, negotiations and decisions not specifically pertaining to your responsibilities as outlined above should be referred to the HR department of the company.
10. **Remuneration:**
  - 10.1 Your remuneration shall be subject to review as the Company may decide, after reviewing your performance as per its established practices.
  - 10.2 Increments to be paid to you and any other remuneration that may be paid to you for services rendered, or to be rendered, (whether by way of any incentive payment, or any other form of additional compensation) shall rest in the sole discretion of the Company.
  - 10.3 Details of your remuneration are confidential and you may discuss queries if any, only with the person designated for the same.
  - 10.4 In addition to your remuneration you shall be entitled to the benefits that are detailed in

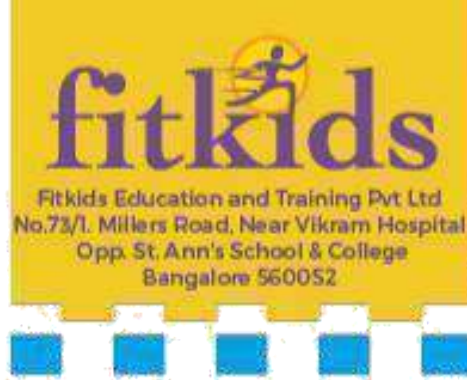


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## **Annexure I.**

- 11. Confidential Information:** You will be required to sign a separate agreement (Non-Disclosure Agreement) that details your obligations under this clause more elaborately.
- 12. Intellectual Property:** You understand and accept that you shall promptly and fully disclose to the Company all inventions, discoveries and improvements (whether patentable or not) which have been or may be conceived or made by you, solely or jointly with others, during the term of your employment with the Company, from the beginning until termination:
- (i) which are along the lines of or relate to the business, work or investigations (including but not limited to, projects, processes, concepts, specifications, drawings, records, documentation, systems, techniques, computer software, programs, facilities, equipment and devices) of the Company or of any company which at the time of such inventions, improvements or discoveries it owns or controls.
  - (ii) Which result from or arises out of any work which you may do for or on behalf of the Company (collectively the "Company Materials"). All of such Company Materials shall be the sole and exclusive property of the Company, and you hereby assign to the Company all of your rights and interest therein.
- 13. Termination of Services:**
- 13.1 The Company reserves the right to terminate your employment without giving any notice during the probationary period, and one month's notice after confirmation. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period without any reason thereof on payment of salary in lieu of notice. If you decide to resign from the Company you may do so only after providing 60 days' prior notice in writing to the Company
- 13.2 During notice period time, you will ensure that all the assigned work has been completed / handed over to the satisfaction of the Company before you are relieved. The decision on the date on which you will be relieved rests solely with Company. In case you terminate your employment before the expiry of the period of the contract, you will be expected to seek and source another individual to provide the services you rendered to the Company.
- 13.3 The Company reserves the right to terminate your services without notice for any of the reasons stated below after giving you a 3-day show cause notice:
- a. Breach of Company's standards with respect to integrity, ethics, honesty, sincerity and loss of confidence.
  - b. Failure to follow the Company's rules and regulations.
  - c. Any false or misrepresented information or any wilfully suppressed material information.
  - d. Guilty in respect of moral turpitude or of dishonesty in dealing with Company's material, documents or theft or misappropriation regardless of the value involved.
  - e. Over staying leave.
  - f. Gross negligence or carelessness or inefficiency in performing your duties.
  - g. Inefficiency and carelessness or misconduct, or actions against the interest of the company wilfully or due to negligence, oversight or ignorance of the Company's policies and procedures.
  - h. Being sick leading to an inability to perform duties adequately.

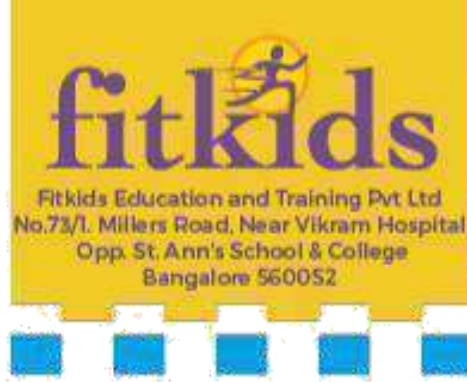




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- 14. Liabilities and Outstanding on termination:** On termination from the Company, you are required to settle all your outstanding dues with the Company.
- 15. Non-Competition:** You agree that you shall not, until the expiration of one year after the termination of your employment with the Company, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company. You further agree that you shall not either directly or indirectly solicit business or accept employment from any previous, current or potential client or customer of the Company, with whom the Company has been, is or would be associated with in any manner. This is irrespective of your dealings / non-dealings with the client or customer during your employment with the Company.
- 16. Non-solicitation of employees:** You agree that for a period of one year after your termination of employment relationship with the Company, you will not directly or indirectly entice, encourage or otherwise ask current Company employees to leave their current employment to work with or for another business that does or does not compete with the Company.
- 17. Return of Material:** On termination of your employment with the Company, for whatever reason, you will be required to immediately return to the Company, all Company Materials and all other material/property belonging to the Company or any of its customers in your possession. You will not make copies of the material in your possession and continue to keep all Proprietary Information in strictest confidence.
- 18. Arbitration:** You agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Contract, shall be settled by arbitration in accordance with the provision of the Indian Arbitration and Conciliation Act of 1996 or its statutory modifications thereof and the matter will be referred to Ms. Jayna Kothari of Ashira Law at 50/6, Palace Road, Bangalore-560 052, whose will be binding on both parties.
- 19. Company Rights:** The Company reserves the right to add to, amend, alter, revoke, modify, interpret or vary any or all the above clauses as per specific requirements.
- 20. Verifications:**

Keeping standard of compliance, morale, policies and ethics in mind and living up-to our quality policies and expectations of our customers, partners and most importantly ours; we would be verifying your credentials as part of our compliance and audit policies. The HR would contact you to collect the necessary details and documents. You agree to share details on your Address, Education Qualification, Medical History, Criminal Check (if any) and Previous Employments with the Human Resource Department and Third Party Verification agency. You further agree to handover to the Company all original certificates pertaining to your education qualification. The original certificates shall be returned to you within on termination of your services with the Company. Further, you are expected to initiate the process of gaining a Police Clearance Certificate prior to your Date of Joining and sharing the final certificate with the Company upon completion of the process.



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**21. Signatures:**

Please accept by signing and dating each page. These will be kept for our records, and a copy will be provided to you on your first day of work.

for **FitKids Education and Training Pvt. Ltd**

Agreed and Accepted:

**Authorised Signatory**

**Name and Signature.....**