

tenttwenty*

for: **Mr. Fabeeyan Ahamed Shaikh**

Goa, Tenttwenty Digital LLP

address

TenTwenty Digital LLP
PO BOX 403507
Goa, India

contact

tel +91 93 258 95812
info@tenttwenty.me
skype: tenttwentyme

To

Mr. Fabeeyan Ahamed Shaikh
Trainee Front-end Developer

Goa, Tenttwenty Digital LLP
+91 8007109980
abeeyanshaikh1234@gmail.com

Regarding

Offer letter Trainee Front-end Developer

Date

19-5-2022

Dear Mr. Fabeeyan Ahamed Shaikh,

Following up on our meeting at campus last week, we are pleased to share our 'Offer Letter' with you to become a part of our team. Do have a look at the agreement details in the following pages. In case of any ambiguities regarding this agreement please feel free to contact us via mail or telephone so we can explain further. If fully agreed, please return this document signed and with initials on every page, per e-mail or drop it of at our office in 'Auren Enclave, 1th Floor, Near Audit Bhavan Porvorim Goa - 403521'.

Thank you in advance.

Yours sincerely,

Joshua Moniz

director @ tenttwenty digital llp*

www.tenttwenty.me

from
another
point
of view.

Job Description - Trainee Front-end Developer

Your role

- Be totally hands on and have the ability to learn and understand concepts quickly.
- Work in lots of different domains and client environments
- Work in highly collaborative teams and building quality code
- Hands-on coding, usually in a pair programming environment.
- Pairing with UX designers to build out design concepts and interactive prototypes
- Write good JavaScript code from scratch.
- Implement HTML templates into Content Management Systems
- Contribute in building cool webapps.
- Being unique, having a creative mind and keen eye for detail
- Being as passionate about usability, beauty and elegance of UI's as we are:
<http://tenttwenty.me/showreel>
- Identify and resolve problems in a timely manner
- Eager to contribute, discuss and share knowledge with the team
- Ability to speak English fluently

What we can offer you :)

- A fun job in an open-minded multicultural family with international working experience.
- A pleasant working atmosphere in a flat organization, where working in teams, direct communication and informal manners are key
- Opportunity to contribute on top quality design and development projects
- Team meetings and personal reviews to discuss your individual goals.
- Internal training and education when required
- A lot of room to try new things and to experiment
- Competitive salary and growth opportunities within the organization

passionate about digital

corporate profile: <https://www.tenttwenty.me/downloads/profile-2020.pdf>

check out our showreel

1 minute showreel: <http://tenttwenty.me/showreel>

join our cool team



A selection of our clients



AIRBUS

Forbes Middle East



Abdul Latif Jameel 



NSHAMA 



Esquire

COSMOPOLITAN



Arabian Business



AHLAN!



حوارات دبي المستقبل
DUBAI FUTURE TALKS



bloom.

Offer details

The term: 'The company' from here on will refer to 'TenTwenty Digital LLP'. The terms and conditions of your employment with the Company are set out in this contract. Please note, any policy changes that occur subsequent to the date of your signing acceptance of this contract and the date of your joining the Company, will apply to you at the time of joining. Thereafter, you will be notified of any changes to the terms and conditions of your employment in writing.

1. Location.

You will work from the Company's Office at Office 100, 1st Floor, Auren Enclave, Near Audit Bhavan, Porvorim Goa. 403521.

2. Term.

Your employment with the Company will commence on or before **16th August 2022**.

3. Traineeship Period.

The first 6 months of your employment will be a training period. A review will be held at the end of your training period wherein you will be assessed on your ability to implement learnings from training given, quality of delivery on tasks assigned, and an assignment/ test. On successful completion of your training your Job Title and remuneration will be revised as documented in clause 4 and 5 of the offer. In the event of poor review feedback, The Company will be entitled to terminate this contract at the end of the Traineeship with notice of one month or compensation in lieu of.

4. Job Title.

You will be employed in the role of a '**Trainee Front-end Developer**'. Following successful Training completion your Job title will be changed to '**Front-end Developer**'

5. Remuneration.

During your training period you will receive a stipend of **15,000 INR** per month. Subsequently on role change to Front-end Developer, your monthly salary will be **30,000.00 INR per month**

The structure is as followed:

Basic Salary	15,000.00 INR	(50%)
HRA	9,000.00 INR	(30%)
Conveyance	3,000.00 INR	(10%)
Medical	3,000.00 INR	(10%)
Total	30,000.00 INR	(in hand)

The above is subject to TDS deduction based on Investments declared. Your monthly salary will be credited to your nominated bank account by the 5th of each month.

6. Hours of Work.

Regular office hours are from 09.00 to 18.00 or 10.00 to 19.00, with a one-hour lunch break, Monday to Friday. However, due to the nature of your position, your hours may vary to suit the needs of the business.

7. Absence Due to Sickness/Accident or Industrial Injury.

Absences due to incapacity must be supported by a medical certificate which must mention the reason for absence.

8. Annual Leave.

After your training period, you are entitled to 22 leave days a year. Weekends and public holidays are excluded as working days. Any public holiday will be based as per Goa Government calendar. The calendar for this will be shared by the company at the time of joining. Long Leave/ vacation period (>10 days) should be planned and approved by TenTwenty management at least 2 months in advance. The duration of any vacation period should not be more than 2 weeks in a row.

9. Notice of Termination.

Subject to first fulfilling all financial obligations, the period of notice is 2 calendar months given in writing by either party to the other.

The Company reserves the right to terminate your employment as per the following:

- a) By the employee giving 60 days' notice in writing to the employer.
- b) By the Company giving 60 days' notice in writing to the employee.
- c) In the event that the Company finds that you continue to fail to fulfil satisfactorily the terms of this agreement, which constitutes a breach of this agreement. Your employment will be terminated if you do not address the breach after having been given the one written warning and appropriate time to remedy the breach.
- d) By the Company without notice, if the employee is:
 - o Absent without permission;
 - o Violating safety rules;
 - o Causes substantial loss to the Company;
 - o Is convicted of dishonesty;
 - o Is intoxicated as a result of alcohol or drugs
 - o Refuses to work or comply with Company instruction.

In case of item (d) above, terminal benefits will not be payable.

10. Repayment of Debts.

Upon termination of this contract for whatever reason the Company reserves the right to recover any associated costs incurred by the Company during the tenure of employment. This can include but is not limited to loans, advances, security access passes on a pro-rata basis dependent on

time served. These debts may be recovered by way of deduction from salary, end of service benefits or otherwise as deemed appropriate by the Company.

11.Non-Competition/Solicitation.

You expressly undertake that you will not for a period of 6 months following the termination of this contract for whatever reason:

- Take up any form of employment with any entity that is directly related to the business of TenTwenty Digital in India or which directly competes with the Company.
- Contract or solicit business from any person or entity who was a client or customer of the Company at any time during the period of this agreement.
- Supply goods or services to any person who was, at any time during the period of one year preceding the date of termination, a supplier, customer or client of the Company.
- Solicit or endeavour to entice or discourage from being employed by the Company an employee of the Company whether or not such a person would commit a breach of contract by reason of leaving service or take action which is prejudicial to the name and or the trading position of the Company, which could and or would cause damage to the Company or any employee of the Company.

12.Entire Agreement/Variations of Contract.

This agreement incorporates the entire agreement between you and the Company with respect to the subject matter hereof and supersedes and replaces all prior agreements, arrangements, undertakings or whatsoever with regard to matters covered here within. This contract may only be modified or varied by mutual agreement in writing.

13.Illegality.

If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.Governing Law.

This agreement shall be governed by, construed and given effect to in accordance with the labor law and the other applicable laws in force in Goa and India.

15.Pre-Conditions.

This offer of employment is subject to The Company being your sole employer.

This is a controlled document within the scope of The Company Quality Management System. It may not be altered without first gaining approval from Senior Management. All requests to amend this document must be submitted, in the approved format, to the Head of Quality Assurance.

16.Confidentiality / Non-Disclosure.

Employees in the normal course of employment may be given access to confidential, privileged, or proprietary Client or Company information in order to perform responsibilities in a manner that meets Client and Company needs. By signing this agreement, you agree to comply with all regulations and laws established to protect confidential information. Accessing or releasing confidential information and/or records or causing this to occur outside the course of your assigned duties will constitute a violation of this agreement, and may lead to the immediate termination of your employment and result in legal action being taken against you.

17.Response.

This Contract of Employment covers most of the terms and conditions which will govern your employment with us. Should you wish to accept our offer of employment, please sign the "Declaration" at the end of the offer letter, and return it to the undersigned. Please also provide the original offer letter signed by you on each page, on the day you report for duty. Irrespective of your written acceptance, this offer is conditional on your being able to satisfy all of the conditions set out in the paragraph on Pre- Conditions. The Company accepts no liability for any losses and costs incurred by you in your meeting these conditions. If you are unable to adhere to the commencement date given under "Term", please advise the HR Department immediately, in which event the Company may agree to consider modifying this date.

If you have any queries on the points given in this offer of employment, please contact the Human Resources Department for clarification. Once this offer of employment is accepted by you, and the conditions referred to above are met, it will, together with the Employment Regulations, govern your Contract of Employment with the Company.

I hope very much that you will accept this offer of employment, thereby allowing me to welcome you as an employee of our Company.

Yours faithfully

Joshua Moniz

Director of TenTwenty Digital LLP

Declaration

I hereby acknowledge that I have read and accept the job offer. I will not commit the company to any terms or conditions, whether by oral agreement or in an email or side letter or any other form, except those that are expressly contained in this written agreement.

Employee

Name employee Mr. Fabeeyan Ahamed Shaikh

Signature employee: _____

Date: _____

Tentwenty* representative

Name Representative Mr. Joshua Moniz

Signed by tentwenty*: _____

Date: _____



tenttwenty*

for: **Mr. Vaibhav Kalal**

Goa, Tentwenty Digital LLP

address

TenTwenty Digital LLP
PO BOX 403507
Goa, India

contact

tel +91 93 258 95812
info@tentwenty.me
skype: tentwenty

To

Mr. Vaibhav Kalal
Trainee Back-end Developer

Goa, Tenttwenty Digital LLP
+91 9420162335
vai007@chowgules.ac.in

Regarding

Offer letter Trainee Back-end Developer

Date

18-5-2022

Dear Mr. Vaibhav Kalal,

Following up on our meeting at campus last week, we are pleased to share our 'Offer Letter' with you to become a part of our team. Do have a look at the agreement details in the following pages. In case of any ambiguities regarding this agreement please feel free to contact us via mail or telephone so we can explain further. If fully agreed, please return this document signed and with initials on every page, per e-mail or drop it of at our office in 'Auren Enclave, 1th Floor, Near Audit Bhavan Porvorim Goa - 403521'.

Thank you in advance.

Yours sincerely,

Joshua Moniz

director @ tenttwenty digital llp*

www.tenttwenty.me

from
another
point
of view.

Job Description - Trainee Back-end Developer

Your role

- Be totally hands on and have the ability to learn and understand concepts quickly.
- Work in lots of different domains and client environments
- Work in highly collaborative teams and building quality code
- Hands-on coding, usually in a pair programming environment.
- Pairing with UX designers to build out design concepts and interactive prototypes
- Write good JavaScript code from scratch.
- Implement HTML templates into Content Management Systems
- Contribute in building cool webapps.
- Being unique, having a creative mind and keen eye for detail
- Being as passionate about usability, beauty and elegance of UI's as we are:
<http://tenttwenty.me/showreel>
- Identify and resolve problems in a timely manner
- Eager to contribute, discuss and share knowledge with the team
- Ability to speak English fluently

What we can offer you :)

- A fun job in an open-minded multicultural family with international working experience.
- A pleasant working atmosphere in a flat organization, where working in teams, direct communication and informal manners are key
- Opportunity to contribute on top quality design and development projects
- Team meetings and personal reviews to discuss your individual goals.
- Internal training and education when required
- A lot of room to try new things and to experiment
- Competitive salary and growth opportunities within the organization

passionate about digital

corporate profile: <https://www.tenttwenty.me/downloads/profile-2020.pdf>

check out our showreel

1 minute showreel: <http://tenttwenty.me/showreel>

join our cool team



A selection of our clients



AIRBUS

Forbes Middle East



Abdul Latif Jameel 



NSHAMA 



Esquire

COSMOPOLITAN



Arabian Business



AHLAN!



حوارات دبي المستقبل
DUBAI FUTURE TALKS



bloom.

Offer details

The term: 'The company' from here on will refer to 'TenTwenty Digital LLP'. The terms and conditions of your employment with the Company are set out in this contract. Please note, any policy changes that occur subsequent to the date of your signing acceptance of this contract and the date of your joining the Company, will apply to you at the time of joining. Thereafter, you will be notified of any changes to the terms and conditions of your employment in writing.

1. Location.

You will work from the Company's Office at Office 100, 1st Floor, Auren Enclave, Near Audit Bhavan, Porvorim Goa. 403521.

2. Term.

Your employment with the Company will commence on or before **15th August 2022**.

3. Traineeship Period.

The first 6 months of your employment will be a training period. A review will be held at the end of your training period wherein you will be assessed on your ability to implement learnings from training given, quality of delivery on tasks assigned, and an assignment/ test. On successful completion of your training your Job Title and remuneration will be revised as documented in clause 4 and 5 of the offer. In the event of poor review feedback, The Company will be entitled to terminate this contract at the end of the Traineeship with notice of one month or compensation in lieu of.

4. Job Title.

You will be employed in the role of a '**Trainee Back-end Developer**'. Following successful Training completion your Job title will be changed to '**Back-end Developer**'

5. Remuneration.

During your training period you will receive a stipend of **15,000 INR** per month. Subsequently on role change to Front-end Developer, your monthly salary will be **30,000.00 INR** per month

The structure is as followed:

Basic Salary	15,000.00 INR	(50%)
HRA	9,000.00 INR	(30%)
Conveyance	3,000.00 INR	(10%)
Medical	3,000.00 INR	(10%)
Total	30,000.00 INR	(in hand)

The above is subject to TDS deduction based on Investments declared. Your monthly salary will be credited to your nominated bank account by the 5th of each month.

6. Hours of Work.

Regular office hours are from 09.00 to 18.00 or 10.00 to 19.00, with a one-hour lunch break, Monday to Friday. However, due to the nature of your position, your hours may vary to suit the needs of the business.

7.Absence Due to Sickness/Accident or Industrial Injury.

Absences due to incapacity must be supported by a medical certificate which must mention the reason for absence.

8. Annual Leave.

After your training period, you are entitled to 22 leave days a year. Weekends and public holidays are excluded as working days. Any public holiday will be based as per Goa Government calendar. The calendar for this will be shared by the company at the time of joining. Long Leave/ vacation period (>10 days) should be planned and approved by TenTwenty management at least 2 months in advance. The duration of any vacation period should not be more than 2 weeks in a row.

9. Notice of Termination.

Subject to first fulfilling all financial obligations, the period of notice is 2 calendar months given in writing by either party to the other.

The Company reserves the right to terminate your employment as per the following:

- a) By the employee giving 60 days' notice in writing to the employer.
- b) By the Company giving 60 days' notice in writing to the employee.
- c) In the event that the Company finds that you continue to fail to fulfil satisfactorily the terms of this agreement, which constitutes a breach of this agreement. Your employment will be terminated if you do not address the breach after having been given the one written warning and appropriate time to remedy the breach.
- d) By the Company without notice, if the employee is:
 - o Absent without permission;
 - o Violating safety rules;
 - o Causes substantial loss to the Company;
 - o Is convicted of dishonesty;
 - o Is intoxicated as a result of alcohol or drugs
 - o Refuses to work or comply with Company instruction.

In case of item (d) above, terminal benefits will not be payable.

10. Repayment of Debts.

Upon termination of this contract for whatever reason the Company reserves the right to recover any associated costs incurred by the Company during the tenure of employment. This can include but is not limited to loans, advances, security access passes on a pro-rata basis dependent on

time served. These debts may be recovered by way of deduction from salary, end of service benefits or otherwise as deemed appropriate by the Company.

11.Non-Competition/Solicitation.

You expressly undertake that you will not for a period of 6 months following the termination of this contract for whatever reason:

- Take up any form of employment with any entity that is directly related to the business of TenTwenty Digital in India or which directly competes with the Company.
- Contract or solicit business from any person or entity who was a client or customer of the Company at any time during the period of this agreement.
- Supply goods or services to any person who was, at any time during the period of one year preceding the date of termination, a supplier, customer or client of the Company.
- Solicit or endeavour to entice or discourage from being employed by the Company an employee of the Company whether or not such a person would commit a breach of contract by reason of leaving service or take action which is prejudicial to the name and or the trading position of the Company, which could and or would cause damage to the Company or any employee of the Company.

12.Entire Agreement/Variations of Contract.

This agreement incorporates the entire agreement between you and the Company with respect to the subject matter hereof and supersedes and replaces all prior agreements, arrangements, undertakings or whatsoever with regard to matters covered here within. This contract may only be modified or varied by mutual agreement in writing.

13.Illegality.

If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.Governing Law.

This agreement shall be governed by, construed and given effect to in accordance with the labor law and the other applicable laws in force in Goa and India.

15.Pre-Conditions.

This offer of employment is subject to The Company being your sole employer.

This is a controlled document within the scope of The Company Quality Management System. It may not be altered without first gaining approval from Senior Management. All requests to amend this document must be submitted, in the approved format, to the Head of Quality Assurance.

16.Confidentiality / Non-Disclosure.

Employees in the normal course of employment may be given access to confidential, privileged, or proprietary Client or Company information in order to perform responsibilities in a manner that meets Client and Company needs. By signing this agreement, you agree to comply with all regulations and laws established to protect confidential information. Accessing or releasing confidential information and/or records or causing this to occur outside the course of your assigned duties will constitute a violation of this agreement, and may lead to the immediate termination of your employment and result in legal action being taken against you.

17.Response.

This Contract of Employment covers most of the terms and conditions which will govern your employment with us. Should you wish to accept our offer of employment, please sign the "Declaration" at the end of the offer letter, and return it to the undersigned. Please also provide the original offer letter signed by you on each page, on the day you report for duty. Irrespective of your written acceptance, this offer is conditional on your being able to satisfy all of the conditions set out in the paragraph on Pre- Conditions. The Company accepts no liability for any losses and costs incurred by you in your meeting these conditions. If you are unable to adhere to the commencement date given under "Term", please advise the HR Department immediately, in which event the Company may agree to consider modifying this date.

If you have any queries on the points given in this offer of employment, please contact the Human Resources Department for clarification. Once this offer of employment is accepted by you, and the conditions referred to above are met, it will, together with the Employment Regulations, govern your Contract of Employment with the Company.

I hope very much that you will accept this offer of employment, thereby allowing me to welcome you as an employee of our Company.

Yours faithfully

Joshua Moniz

Director of TenTwenty Digital LLP

Declaration

I hereby acknowledge that I have read and accept the job offer. I will not commit the company to any terms or conditions, whether by oral agreement or in an email or side letter or any other form, except those that are expressly contained in this written agreement.

Employee

Name employee Mr. Vaibhav Kalal

Signature employee: _____

Date: _____

Tentwenty* representative

Name Representative Mr. Joshua Moniz

Signed by tentwenty*: _____

Date: _____



13th May, 2022



Simone Valanca Goes
H. No. 162,
Padrigulem, Colva,
Salcette, South Goa
Goa

Subject: Provisional Offer for Employment

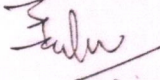
Dear Simone,

Reference to your application and our subsequent discussions, we are pleased to offer you the position of Graduate Trainee on the following terms and conditions.

- 1) Your initial location will be Goa, however you can be transferred to any of our existing or future establishment as per business requirements.
- 1) You will undergo training for the period of 12 months from the date of your joining.
- 2) Your date of joining will be communicated to you after understanding your final semester examination schedule.
- 3) During the training period, you will be paid stipend of Rs. 2.16 lakhs / p.a. The same will be subject to statutory deductions, as applicable.
- 4) Apart from the above CTC, you may be eligible for payment of retention bonus after completion of 24 months of service as per Company Policy.
- 5) The offer is subjected to successful completion of your degree with desired passing marks and medical fitness. The detailed appointment letter will be issued to you upon your joining.
- 6) We would appreciate if you could convey your acceptance to this offer within 8 days from the date of the offer i.e. on or before **20th May, 2022**. The offer will automatically stand cancelled if your acceptance is not received within the due date.
- 7) You will be required to produce at the time of joining, the following documents:
 - (a) Self-certified copies of Aadhar Card, Pan Card, Bank account details (passbook or Cancel cheque), Proof of Date of Birth – Birth Certificate or School certificate, educational/professional/technical qualifications, Previous employment, if any.
 - (b) Medical fitness certificate in the form prescribed, from a Registered Medical Practitioner.
 - (c) Two copies of your recent passport size photograph.

This letter does not constitute an appointment and same shall be effective only after acceptance of the terms and conditions of appointment.

For CHOWGULE AND COMPANY PRIVATE LIMITED,


Parmod Kumar Yadav
Deputy Vice President
Human Resources


Acceptance & Signature of Employee

CHOWGULE AND COMPANY PRIVATE LIMITED

Chowgule House, Mormugao Harbour, Goa 403 803 India

T: +91 (832) 252 5000 E: ccl@chowgule.co.in W: chowgule.co.in

CIN: U63031GA1965PTC000041 GSTN: 30AAACC5479J1ZP

MONOMARK ENGINEERING (INDIA) PRIVATE. LIMITED.,

(An ISO 9001 : 2015 Certified Company)

Registered Office & Works : H/165-167, New RIICO Industrial Area,
Chandera, Chittorgarh – 312021 (Raj.) India.

Email : monomarkengg@gmail.com / enquiry@monomark.co.in website: www.monomark.co.in

CIN No. : U29221RJ2005PTC021373 GSTIN : 08AAECM5637L1Z2

Ref. No: **MEIPL/HR/GOA/18/2022-23.**

Date: **07/09/2022.**

Ms. **SIDDHI DEELIP NAIK,**
Cuncolim, Goa.

“OFFER”

With reference to the interview you had with us, we have selected you for the position of “PLANT OPERATOR” for our Vedanta Malco Energy Limited at Cuncolim Goa with our M/s. Monomark Engineering (India) Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, South Goa, Goa – 403703.

Your monthly Salary will be Rs. 14,000 /- (in words Fourteen Thousand only).

Please bring the following documents at the time of joining:

1. Educational Certificates
2. Vaccination Certificate
3. Adhar Card copy
4. Pan Card copy
5. Bank Passbook copy
6. 9 photographs

Accordingly, you will join us within a week.

Kindly confirm at the earliest.


Warm Regards,

Devesh Pareek

Site Incharge.

9928085239

M/s. Monomark Engg. (I) Pvt. Ltd.,
Cuncolim Industrial Estate,
Cuncolim, South Goa, Goa. 403703

Location 

<https://www.google.com/maps/place/Nicomet+Industries+Ltd./@15.1870343,74.0291768,17z/data=!3m1!4b1!4m5!3m4!1s0x3bbe52a772563413:0x10a67eda69fc3dbe!8m2!3d15.1870291!4d74.0313709>

11 May 2022

Subject: Offer letter

Dear Nisreen Calcuttawala,

Welcome to Xenerx!

Xenerx Healthcare Services Pvt. Ltd. is pleased to offer you the role of Graduate Trainee - Business Development.

This refers to your application for the role at Xenerx and subsequent interview.

Your annual gross salary (CTC) will be Rupees Three Lakh (Rs 3,00,000).

You will also be provided with applicable incentives as per company policy.

We look forward to your acceptance of this offer and confirmation of your joining date.

Wishing you good luck!

Best regards,

Zeba K,

HR



MONOMARK ENGINEERING (INDIA) PRIVATE. LIMITED

(An ISO 9001 : 2015 Certified Company)

Registered Office & Works : H/165-167, New RIICO Industrial Area,
Chandera, Chittorgarh – 312021 (Raj.) India.

Email : monomarkengg@gmail.com / enquiry@monomark.co.in website: www.monomark.co.in

CIN No. : U29221RJ2005PTC021373 GSTIN : 08AAECM5637L1Z2

Ref. No: **MEIPL/HR/GOA/20/2022-23.**

Date: **07/09/2022.**

Ms. **PRATIKSHA GOVIND NAIK,**
Ponda, Goa.

“OFFER”

With reference to the interview you had with us, we have selected you for the position of “PLANT OPERATOR” for our Vedanta Malco Energy Limited at Cuncolim Goa with our M/s. Monomark Engineering (India) Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, South Goa, Goa – 403703.

Your monthly Salary will be Rs. 14,000 /- (in words Fourteen Thousand only).

Please bring the following documents at the time of joining:

1. Educational Certificates
2. Vaccination Certificate
3. Adhar Card copy
4. Pan Card copy
5. Bank Passbook copy
6. 9 photographs

Accordingly, you will join us within a week.

Kindly confirm at the earliest.


Warm Regards,

Devesh Pareek

Site Incharge.

9928085239

M/s. Monomark Engg. (I) Pvt. Ltd.,
Cuncolim Industrial Estate,
Cuncolim, South Goa, Goa. 403703

Location 

<https://www.google.com/maps/place/Nicommet+Industries+Ltd./@15.1870343,74.0291768,17z/data=!3m1!4b1!4m5!3m4!1s0x3bbe52a772563413:0x10a67eda69fc3dbe!8m2!3d15.1870291!4d74.0313709>

MONOMARK ENGINEERING (INDIA) PRIVATE. LIMITED.,

(An ISO 9001 : 2015 Certified Company)

Registered Office & Works : H/165-167, New RIICO Industrial Area,
Chandera, Chittorgarh – 312021 (Raj.) India.

Email : monomarkengg@gmail.com / enquiry@monomark.co.in website: www.monomark.co.in

CIN No. : U29221RJ2005PTC021373 GSTIN : 08AAECM5637L1Z2

Ref. No: **MEIPL/HR/GOA/24/2022-23.**

Date: **08/09/2022.**

Mr. **JOSHUA MECROY RODRIGUES,**
Colva, Salcete, Goa.

“OFFER”

With reference to the interview you had with us, we have selected you for the position of “PLANT OPERATOR” for our Vedanta Malco Energy Limited at Cuncolim Goa with our M/s. Monomark Engineering (India) Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, South Goa, Goa – 403703.

Your monthly Salary will be Rs. 14,000 /- (in words Fourteen Thousand only).

Please bring the following documents at the time of joining:

1. Educational Certificates
2. Vaccination Certificate
3. Adhar Card copy
4. Pan Card copy
5. Bank Passbook copy
6. 9 photographs
7. NOC from present Employer (if currently working in any company)
8. Nominee Detail (Adhar copy & Bank Passbook copy)

Accordingly, you will join us within a week.

Kindly confirm at the earliest.


Warm Regards,

Devesh Pareek

Site Incharge.

9928085239

M/s. Monomark Engg. (I) Pvt. Ltd.,
Cuncolim Industrial Estate,
Cuncolim, South Goa, Goa. 403703

Location 

<https://www.google.com/maps/place/Nicomet+Industries+Ltd./@15.1870343,74.0291768,17z/data=!3m1!4b1!4m5!3m4!1s0x3bbe52a772563413:0x10a67eda69fc3dbe!8m2!3d15.1870291!4d74.0313709>

MONOMARK ENGINEERING (INDIA) PRIVATE. LIMITED.,

(An ISO 9001 : 2015 Certified Company)

Registered Office & Works : H/165-167, New RIICO Industrial Area,
Chandera, Chittorgarh – 312021 (Raj.) India.

Email : monomarkengg@gmail.com / enquiry@monomark.co.in website: www.monomark.co.in

CIN No. : U29221RJ2005PTC021373 GSTIN : 08AAECM5637L1Z2

Ref. No: **MEIPL/HR/GOA/17/2022-23.**

Date: **07/09/2022.**

Ms. **KARISHMA DA COSTA,**
Kakumoddi, Xeldem, Goa.

“OFFER”

With reference to the interview you had with us, we have selected you for the position of “PLANT OPERATOR” for our Vedanta Malco Energy Limited at Cuncolim Goa with our M/s. Monomark Engineering (India) Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, South Goa, Goa – 403703.

Your monthly Salary will be Rs. 14,000 /- (in words Fourteen Thousand only).

Please bring the following documents at the time of joining:

1. Educational Certificates
2. Vaccination Certificate
3. Adhar Card copy
4. Pan Card copy
5. Bank Passbook copy
6. 9 photographs

Accordingly, you will join us within a week.

Kindly confirm at the earliest.


Warm Regards,

Devesh Pareek

Site Incharge.

9928085239

M/s. Monomark Engg. (I) Pvt. Ltd.,
Cuncolim Industrial Estate,
Cuncolim, South Goa, Goa. 403703

Location 

<https://www.google.com/maps/place/Nicomet+Industries+Ltd./@15.1870343,74.0291768,17z/data=!3m1!4b1!4m5!3m4!1s0x3bbe52a772563413:0x10a67eda69fc3dbe!8m2!3d15.1870291!4d74.0313709>

MONOMARK ENGINEERING (INDIA) PRIVATE. LIMITED.,

(An ISO 9001 : 2015 Certified Company)

Registered Office & Works : H/165-167, New RIICO Industrial Area,
Chandera, Chittorgarh – 312021 (Raj.) India.

Email : monomarkengg@gmail.com / enquiry@monomark.co.in website: www.monomark.co.in

CIN No. : U29221RJ2005PTC021373 GSTIN : 08AAECM5637L1Z2

Ref. No: **MEIPL/HR/GOA/19/2022-23.**

Date: **07/09/2022.**

Ms. **NEINIKA PRINCY REBELO,**
Repravaddo Varca Salcete, Goa.

“OFFER”

With reference to the interview you had with us, we have selected you for the position of “PLANT OPERATOR” for our Vedanta Malco Energy Limited at Cuncolim Goa with our M/s. Monomark Engineering (India) Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, South Goa, Goa – 403703.

Your monthly Salary will be Rs. 14,000 /- (in words Fourteen Thousand only).

Please bring the following documents at the time of joining:

1. Educational Certificates
2. Vaccination Certificate
3. Adhar Card copy
4. Pan Card copy
5. Bank Passbook copy
6. 9 photographs

Accordingly, you will join us within a week.

Kindly confirm at the earliest.


Warm Regards,

Devesh Pareek

Site Incharge.

9928085239

M/s. Monomark Engg. (I) Pvt. Ltd.,
Cuncolim Industrial Estate,
Cuncolim, South Goa, Goa. 403703

Location 

<https://www.google.com/maps/place/Nicommet+Industries+Ltd./@15.1870343,74.0291768,17z/data=!3m1!4b1!4m5!3m4!1s0x3bbe52a772563413:0x10a67eda69fc3dbe!8m2!3d15.1870291!4d74.0313709>

STRICTLY PRIVATE & CONFIDENTIAL

01-08-2022

**Arya Prabhudessai
Flt no-403 Shrinivas estate borda Margao goa,
H.no 48 Vodlem bhat quepem goa,
Goa,
Margao - Goa
403601**

Dear Arya Prabhudessai,

We would like to thank you for meeting us to discuss a career opportunity with YES BANK LTD (YBL).

Based on our discussions, we are pleased to appoint you as **Senior Officer and Sales Officer CASA : Retail Banking** in YES BANK at **Margao**. You will be expected to carry out duties appropriate to this appointment.

Although your normal work will consist of the duties assigned to you from time to time, you may be called upon to discharge any other duties which in the opinion of the Bank are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

1) Compensation

Your Gross Annual Total Fixed Pay will be **₹2,50,000 (Two Lakh Fifty Thousand Rupees Only)**, paid on the last day of each month. The Break-up of your compensation and details is attached as Annexure I & II.

Your salary will be revised annually in accordance with the Bank's policy.

The Bank operates on a performance-based Bonus/ Incentive pay plan for employees, the payment and level of which is as per the Bank's policy. Any such payment is contingent upon your performance on the job and in accordance with the scheme established by the Bank.

Your salary is confidential and should be discussed only with your Functional Head and Human Capital Management Department.

**Registered & Corporate Office: YES BANK Limited, YES BANK House, Off Western Express Highway, Santacruz (East), Mumbai - 400055 Tel: +91 (22) 5091 9800 / +91 (22) 6507 9800 Fax: +91 (22) 2619 2866
Website: www.yesbank.in Email: communications@yesbank.in CIN: L65190MH2003PLC143249**

Accepted
31/8/22

Arya Prabhudessai : 146593

Prabhu

Page 1 of 12

2) Hours of Work

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in. You may be required to work on staggered timings/ shifts, the timings for which may be altered from time to time. You should discuss details on specific working hours with your Functional Head / Leader.

3) Probation Period

You will be on probation for an initial period of six months from the date of your joining. The probation period can be extended at the discretion of the Bank. Your probation period will be deemed to be extended at the end of the probation period, unless you are informed in writing stating that (i) your probation period has ended; and (ii) you have been confirmed in the services of the Bank. Your confirmation will be subject to satisfactory performance, as per the policy of the Bank. That Bank may at its sole discretion issue such confirmation from retrospective effect.

4) Leave

You will be governed by YBL's Leave and Attendance Policy announced from time to time. Please note that your employment is liable to be terminated if you absent yourself from the services of the Bank, without prior written permission or overstay sanctioned leave for a period exceeding seven days, except in cases of medical exigencies (which will need to be supported by a medical certificate).

5) Notice Period /Separation /Termination

It is understood and agreed that this engagement may be terminated (during probation or upon confirmation), by either party by giving to the other at any time, notice in writing of 30 days. The termination shall take effect at the end of such notice period.

Termination (during probation or upon confirmation) with immediate effect, may be made by either party by paying to the other an amount equivalent to 30 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.

Accepted

A handwritten signature in blue ink, appearing to read "Adarsh".

3/8/22

6) After Confirmation

It is understood and agreed that this engagement may be terminated by either party by giving to the other at anytime, notice in writing of 90 days. The termination shall take effect at the end of such notice period. Termination with immediate effect, may be made by either party by paying to the other an amount equivalent to 90 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.

7) Termination Without Notice

At the sole discretion of the Bank your services are liable to be terminated without any notice or salary in lieu thereof in the event of your involvement in any serious misconduct, misdemeanour or any offence which may or may not be directly connected with the business of the Bank.

8) Leave during notice period

You will not be entitled to avail privilege leave while serving the notice period.

Note - For the purpose of calculating Salary in lieu of notice period, "Salary" means Fixed Pay less retiral components (PF and Gratuity).

On leaving the services of the Bank, for whatsoever reason, you will immediately handover all the documents, data or any article / property of the Bank entrusted to you to enable the Bank to settle your dues.

9) Mobility

In view of the nature of our business, it may become necessary to require you to work in different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or locations of YES Bank. Acceptance of our offer of employment is acceptance of this obligation of flexibility on your part.

10) Retirement

The age of retirement in the Bank is 60 years. Your date of birth, as confirmed by you has been recorded as **13-07-1995** in the Bank's records.

Accepted

Adarsh

31/8/22

11) Other Terms and Conditions

During your employment, you will be subject to the service rules, regulations and policy of the Bank applicable from time to time.

The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and procedures of the Bank as presently applicable and as may be amended from time to time.

You will not, during the continuance of your employment undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, or profession whatsoever. You will devote your whole time and attention to your duties with the Bank.

Post your acceptance of this offer and employment with YES BANK Ltd., you authorize the Bank to deposit the amounts due to you from the Bank into your salary account with YES BANK Ltd. You further authorize the Bank to debit your salary account for all amounts due to the Bank in case of the dues not being cleared by you.

You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.

You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.

If at any time you are involved in any legal/administrative/quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof. You shall not at anytime use your association with the Bank to gain unfair advantage for personal purposes. You shall follow all directions, instructions, guidelines, and policies of the Bank issued from time to time in discharge of your duties.

The courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

In case you leave the services of the Bank on your own accord within 2 years of joining the Bank, then joining financial commitments like notice period takeover, relocation expense, bonus paid at the time of the joining and performance bonus or any other financial amount paid to you, other than your fixed pay, paid during the period of employment with the Bank etc. will be recovered in full. For the purpose of reckoning the period of 2 years, the date of resignation or last date of employment with the bank will be considered, whichever is earlier.

Accepted
Admission

31/8/22

11) Other Terms and Conditions

During your employment, you will be subject to the service rules, regulations and policy of the Bank applicable from time to time.

The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and procedures of the Bank as presently applicable and as may be amended from time to time.

You will not, during the continuance of your employment undertake or carry on either alone or in partnership not be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, or profession whatsoever. You will devote your whole time and attention to your duties with the Bank.

Post your acceptance of this offer and employment with YES BANK Ltd., you authorize the Bank to deposit the amounts due to you from the Bank into your salary account with YES BANK Ltd. You further authorize the Bank to debit your salary account for all amounts due to the Bank in case of the dues not being cleared by you.

You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.

You shall not do anything or cause to do anything, which shall bring disrepute and/or disrepute to the Bank or engage in unlawful/moral activities.

If at any time you are involved in any legal/administrative/judicial proceeding(s) you shall immediately inform the Bank the details thereof. You shall not at anytime use your association with the Bank to gain unfair advantage for personal purposes. You shall follow all directions, instructions, guidelines, and policies of the Bank issued from time to time in discharge of your duties.

The courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

In case you leave the services of the Bank on your own accord within 2 years of joining the Bank, then joining financial commitments like notice period takeover, relocation expense, bonus paid at the time of the joining and performance bonus or any other financial amount paid to you, other than your fixed pay, paid during the period of employment with the Bank etc. will be recovered in full. For the purpose of reckoning the period of 2 years, the date of resignation or last date of employment with the bank will be considered, whichever is earlier.



12) Reservation of Rights

In the event of your leaving the service of the Bank for any reason, you shall immediately repay all outstanding amounts due from you to the Bank and return all documents and assets belonging to the Bank. Similarly, you shall discharge all obligations (as applicable) in terms of vacating Bank's Leased accommodation, obtaining refund of house deposit (if applicable).

In the event of severance of your employment with the Bank without settling amounts due from you to the Bank or fulfilling your obligations, the Bank reserves the right to take appropriate remedial action to protect its interest, including institution of legal proceedings.

The Bank at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances/loans advanced to you by the Bank and which are outstanding against your name.

13) Professional Ethics & Confidentiality

You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.

You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Any disclosure which has not been expressly authorized by the Bank shall be called 'unauthorized disclosure' For the purpose of this paragraph; the term "Bank" shall also include all affiliates of the Bank.

Unauthorized Disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction".

Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

Accepted
(Arya)
31/12/22
Page 5 of 12



12) Reservation of Rights

In the event of your leaving the service of the Bank for any reason, you shall immediately repay all outstanding amounts due from you to the Bank and return all documents and assets belonging to the Bank. Similarly, you shall discharge all obligations (as applicable) in terms of vacating Bank's leased accommodation, obtaining refund of house deposit (if applicable).

In the event of severance of your employment with the Bank without settling amounts due from you to the Bank or fulfilling your obligations, the Bank reserves the right to take appropriate remedial action to protect its interest, including institution of legal proceedings.

The Bank at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances advanced to you by the Bank and which are outstanding against your name.

13) Professional Ethics & Confidentiality

You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.

You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of the Bank. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Any disclosure which has not been expressly authorized by the Bank shall be called 'unauthorized disclosure'. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Unauthorized Disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction".

Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to be made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.



During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

The Insider Trading Policy of YES Bank prohibits its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise. The definition of insider dealing its prohibitions and highlights are detailed in the Insider Trading Policy which is a part of the joining documentation.


While you are in the service of the Bank, you will also adhere to the Bank's Code of Conduct, IT Security Practice & Procedures & other guidelines/policies as prescribed by the Bank and as applicable at present and as may be modified from time to time. You are required to acknowledge that you have read & understood the same and undertake to abide by them at all times.

14) Intellectual Property

All Works developed by you during the course of your employment with the Bank, shall belong exclusively to the Bank and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such work identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works.

The license scope is to make, have made, use, have used, sell, license or transfer Items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

Accepted


3/8/22

During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

The Insider Trading Policy of YES Bank prohibits its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise. The definition of insider dealing its prohibitions and highlights are detailed in the Insider Trading Policy which is a part of the joining documentation.

While you are in the service of the Bank, you will also adhere to the Bank's Code of Conduct, IT Security Practice & Procedures & other guidelines/policies as prescribed by the Bank and as applicable at present and as may be modified from time to time. You are required to acknowledge that you have read & understood the same and undertake to abide by them at all times.

14) Intellectual Property

All Works developed by you during the course of your employment with the Bank, shall belong exclusively to the Bank and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such work identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works.

The license scope is to make, have made, use, have used, sell, license or transfer terms of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

15) Indemnity

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage.

16) Conditions of Employment

Your appointment and your continuation in employment are subject to:

1. The Bank receiving satisfactory references as per the existing YES BANK Ltd. Reference check policy.
2. Subject to receiving a Medical Fitness Declaration from you; this has to be submitted online while completing your joining formalities. During the course of your employment the Bank may require you to undergo medical examination if need so arises. The Bank reserves the right to terminate your employment in the event that you are no longer fit to discharge your duties effectively or in the event of prolonged absence on medical grounds.
3. The Bank receiving the attested copies of all your age, educational and professional qualifications.
4. The Bank receiving the original relieving letter from your previous employer.
5. The Bank is proceeding on your candidature based on the documents/ declaration/ information furnished by you in the Pre Hire Reference Check Form and during the discussion/ interview which you have declared as being true and correct. The Bank reserves the right to cancel your candidature or withdraw employment offer made to you at any stage during the selection and offer process and/or terminate your employment in the event any information furnished by you is found to be false/misleading or incorrect.

You will be subject to the rules and regulations framed by the Bank from time to time.

Adopted
Adhwa
31/8/22



17) Validity

The offer of employment shall be valid till **07-08-2022** and you are required to communicate your acceptance of the same in writing on or before the said date by signing and returning a copy of this offer letter. You should join duties latest by **01-09-2022**.

In case you do not communicate your acceptance of the offer or do not join duties on the date mentioned above, the offer contained in this letter shall stand automatically cancelled, unless specifically extended by the Bank, in writing. Upon your joining duties this letter of offer shall be deemed to be your appointment letter. **Please sign and return a copy of this communication in acknowledgement of receipt and acceptance.**

We welcome you as a member of our team and wish you a successful career with YES Bank.

Yours sincerely,

Digitally signed by PRADHAN SANGRAM KESHARI

Date: 2022.08.02 15:30:12 +05:30

Reason: YES BANK Ltd. Offer/Appointment Letter Digital Sign

Sangram Pradhan


HR Head - Support Services

Enclosures : Annexure I & II

I acknowledge that I have read and understood each and every term and condition set out in this Appointment letter & the enclosed Annexures and hereby agree, accept, and undertake to abide by all the aforesaid terms and conditions.

Accepted by:

Name : Arya Prabhudessai

Signature : 

Date : 31/8/22

Accepted


31/8/22

Arya Prabhudessai : 146593

Page 8 of 12

ANNEXURE - I


Break up of Total Fixed Pay

Employee Name : Arya Prabhudessai
Candidate ID: 146593
Business Unit : Retail Banking
Designation : Senior Officer and Sales Officer CASA
Location : Margao
Total Fixed Pay : ₹ 2,50,000
Total Fixed Pay (in words) : Two Lakh Fifty Thousand Rupees

SALARY COMPUTATION	
Components	Per Annum
Basic	75,000
HRA	37,500
Supplementary Allowance	62,835
Bonus	16,800
Conveyance Allowance	19,200
LTA Allowance	6,250
Sub Total	2,17,585
Provident Fund	21,600
Gratuity	3,608
Retiral Total	25,208
Group Life Insurance and Critical Illness	1,130
Group Mediclaim	6,077
Benefit Total	7,207
Total Fixed Pay	2,50,000

NB : Group Term Life Insurance & Critical Illness scheme is mandatory for the employee.

Group Mediclaim & Accidental Death Benefit coverage is mandatory for the employee and the premium amount for both these policies is only for employee as mentioned above

Accepted

 31/8/22
 Page 9 of 12

ANNEXURE - I

Break up of Total Fixed Pay

Employee Name : Arya Prabhudassal
 Candidate ID: 146593
 Business Unit : Retail Banking
 Designation : Senior Officer and Sales Officer CASA
 Location : Margao
 Total Fixed Pay : ₹ 2,50,000
 Total Fixed Pay (in words) : Two Lakh Fifty Thousand Rupees

SALARY COMPUTATION	
Components	Per Annum
Basic	75,000
HRA	37,500
Supplementary Allowance	62,832
Bonus	16,800
Conveyance Allowance	19,200
LTA Allowance	6,250
Sub Total	2,17,582
Provident Fund	21,600
Gratuity	3,608
Retail Total	25,208
Group Life Insurance and Critical Illness	1,130
Group Mediclaim	6,077
Benefit Total	7,207
Total Fixed Pay	2,50,000

NB : Group Term Life Insurance & Critical Illness scheme is mandatory for the employee.
 Group Mediclaim & Accidental Death Benefit coverage is mandatory for the employee and the premium amount for both these policies is only for employee as mentioned above



under the GMC header with a default coverage of INR. 5 Lakhs as per the current Group Mediclaim Policy. Coverage for Spouse & Children is voluntary in Group Mediclaim Policy.

The Bonus amount shown above will be considered as Bonus Payable under the Payment of Bonus Act 1965; if applicable.

ANNEXURE - II**Compensation****Basic**

Basic salary is 30% of the Fixed Pay. It will be paid monthly through payroll and is subject to tax as per the prevailing Income Tax rules.

House Rent Allowance (HRA)

HRA is 50% of Basic. It will be paid monthly through payroll. Tax exemption may be claimed on submission of the rent receipt / lease agreement as per the prevailing Income Tax rules.

Conveyance

Conveyance of ₹ 1,600/- per month will be paid through payroll. The total annual amount of ₹ 19,200/- per annum is exempt from tax as per the prevailing Income Tax rules. Employees who have availed the Company car benefit will not be eligible for this allowance.

Supplementary Allowance

It will be paid monthly through payroll and will be subject to tax as per the prevailing Income Tax rules. (This allowance amount is arrived at after deducting all other compensation components from the Fixed Pay).

LTA Allowance

LTA Allowance is paid monthly, and it is taxable. The annual entitlement of LTA Allowance is equal to one-month basic Salary.

Note:

Basic Salary and other allowances are paid on pro-rata basis for the days payable for each month. These are not payable for any days of Leave without pay.

Retirals

Provident Fund (PF)

The company's contribution towards PF would be 12% of the basic salary. Your contribution of 12% will also be deducted every month through payroll. You can increase your PF contribution to more than 12% but up to maximum of 88% voluntarily which is called as Voluntary Provident Fund (VPF). The amount will be tax exempt as per the prevailing Income Tax Rules.

Gratuity

The Gratuity is payable to you as per Payment of Gratuity Act.

Benefits

Group Life Insurance / Critical Illness

Your coverage will be **Equivalent to One time of the TCC**. This coverage is only for the employee. In the event of your death the same will be paid to your family. The premium for the same will be adjusted from your Fixed Pay.

Group Mediclaim Insurance

Group Mediclaim Insurance & Accidental Death Benefit coverage is mandatory for the employee and the premium amount mentioned in Annexure I is for both these policies is only for employee with a default coverage of INR. 5 Lakhs as per the current Group Mediclaim Policy. Coverage for Spouse & Children is voluntary in Group Mediclaim Policy.

*If you wish to enroll your dependents, kindly do the needful within 30 days of joining.

YES BANK

Benefits

Provident Fund (PF)

The company's contribution towards PF would be 12% of the basic salary. Your contribution of 12% will also be deducted every month through payroll. You can increase your PF contribution to more than 12% but up to maximum of 88% voluntarily which is called as Voluntary Provident Fund (VPF). The amount will be tax exempt as per the prevailing Income Tax Rules.

Gratuity

The Gratuity is payable to you as per Payment of Gratuity Act.

Benefits

Group Life Insurance \ Critical Illness

Your coverage will be Equivalent to One time of the TCC. This coverage is only for the employee. In the event of your death the same will be paid to your family. The premium for the same will be adjusted from your Fixed Pay.

Group Mediclaim Insurance

Group Mediclaim Insurance & Accidental Death Benefit coverage is mandatory for the employee and the premium amount mentioned in Annexure I is for both these policies is only for employee with a default coverage of INR. 5 Lakhs as per the current Group Mediclaim Policy. Coverage for spouse & Children is voluntary in Group Mediclaim Policy.

*If you wish to enroll your dependents, kindly do the needful within 30 days of joining.

STRICTLY PRIVATE & CONFIDENTIAL**01-08-2022****Resha Jadhav****H. No 549, Menezesbhatt, St Jose De Areal, Salcete Goa-403709,****H. No 549, Menezesbhatt, St Jose De Areal, Salcete Goa-403709,****H. No 549, Menezesbhatt, St Jose De Areal, Salcete Goa-403709,****Madgaon - Goa****403709**

Dear Resha Jadhav,

We would like to thank you for meeting us to discuss a career opportunity with YES BANK LTD (YBL).

Based on our discussions, we are pleased to appoint you as **Senior Officer and Sales Officer CASA : Retail Banking** in YES BANK at **Margao**. You will be expected to carry out duties appropriate to this appointment.

Although your normal work will consist of the duties assigned to you from time to time, you may be called upon to discharge any other duties which in the opinion of the Bank are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

1) Compensation

Your Gross Annual Total Fixed Pay will be **₹2,50,000 (Two Lakh Fifty Thousand Rupees Only)**, paid on the last day of each month. The Break-up of your compensation and details is attached as Annexure I & II.

Your salary will be revised annually in accordance with the Bank's policy.

The Bank operates on a performance-based Bonus/ Incentive pay plan for employees, the payment and level of which is as per the Bank's policy. Any such payment is contingent upon your performance on the job and in accordance with the scheme established by the Bank.

Your salary is confidential and should be discussed only with your Functional Head and Human Capital Management Department.

Registered & Corporate Office: YES BANK Limited, YES BANK House, Off Western Express Highway, Santacruz (East), Mumbai - 400055 Tel: +91 (22) 5091 9800 / +91 (22) 6507 9800 Fax: +91 (22) 2619 2866 Website: www.yesbank.in Email: communications@yesbank.in CIN: L65190MH2003PLC143249

Accepted
3/8/2022

Padhav

2) Hours of Work

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in. You may be required to work on staggered timings/ shifts, the timings for which may be altered from time to time. You should discuss details on specific working hours with your Functional Head / Leader.

3) Probation Period

You will be on probation for an initial period of six months from the date of your joining. The probation period can be extended at the discretion of the Bank. Your probation period will be deemed to be extended at the end of the probation period, unless you are informed in writing stating that (i) your probation period has ended; and (ii) you have been confirmed in the services of the Bank. Your confirmation will be subject to satisfactory performance, as per the policy of the Bank. That Bank may at its sole discretion issue such confirmation from retrospective effect.

4) Leave

You will be governed by YBL's Leave and Attendance Policy announced from time to time. Please note that your employment is liable to be terminated if you absent yourself from the services of the Bank, without prior written permission or overstay sanctioned leave for a period exceeding seven days, except in cases of medical exigencies (which will need to be supported by a medical certificate).

5) Notice Period /Separation /Termination

It is understood and agreed that this engagement may be terminated (during probation or upon confirmation), by either party by giving to the other at any time, notice in writing of 30 days. The termination shall take effect at the end of such notice period.

Termination (during probation or upon confirmation) with immediate effect, may be made by either party by paying to the other an amount equivalent to 30 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.

Accepted
3/8/2022

Radhan

6) After Confirmation

It is understood and agreed that this engagement may be terminated by either party by giving to the other at anytime, notice in writing of 90 days. The termination shall take effect at the end of such notice period. Termination with immediate effect, may be made by either party by paying to the other an amount equivalent to 90 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.

7) Termination Without Notice

At the sole discretion of the Bank your services are liable to be terminated without any notice or salary in lieu thereof in the event of your involvement in any serious misconduct, misdemeanour or any offence which may or may not be directly connected with the business of the Bank.

8) Leave during notice period

You will not be entitled to avail privilege leave while serving the notice period.

Note - For the purpose of calculating Salary in lieu of notice period, "Salary" means Fixed Pay less retiral components (PF and Gratuity).

On leaving the services of the Bank, for whatsoever reason, you will immediately handover all the documents, data or any article / property of the Bank entrusted to you to enable the Bank to settle your dues.

9) Mobility

In view of the nature of our business, it may become necessary to require you to work in different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or locations of YES Bank. Acceptance of our offer of employment is acceptance of this obligation of flexibility on your part.

10) Retirement

The age of retirement in the Bank is 60 years. Your date of birth, as confirmed by you has been recorded as **25-01-1999** in the Bank's records.

ACCEPTED

Badhan

3/8/2022



11) Other Terms and Conditions

During your employment, you will be subject to the service rules, regulations and policy of the Bank applicable from time to time.

The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and procedures of the Bank as presently applicable and as may be amended from time to time.

You will not, during the continuance of your employment undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, or profession whatsoever. You will devote your whole time and attention to your duties with the Bank.

Post your acceptance of this offer and employment with YES BANK Ltd., you authorize the Bank to deposit the amounts due to you from the Bank into your salary account with YES BANK Ltd. You further authorize the Bank to debit your salary account for all amounts due to the Bank in case of the dues not being cleared by you.

You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.

You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.

If at any time you are involved in any legal/administrative/quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof. You shall not at anytime use your association with the Bank to gain unfair advantage for personal purposes. You shall follow all directions, instructions, guidelines, and policies of the Bank issued from time to time in discharge of your duties.

The courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

In case you leave the services of the Bank on your own accord within 2 years of joining the Bank, then joining financial commitments like notice period takeover, relocation expense, bonus paid at the time of the joining and performance bonus or any other financial amount paid to you, other than your fixed pay, paid during the period of employment with the Bank etc. will be recovered in full. For the purpose of reckoning the period of 2 years, the date of resignation or last date of employment with the bank will be considered, whichever is earlier.

ACCEPTED
Radhar
3/8/2022

12) Reservation of Rights

In the event of your leaving the service of the Bank for any reason, you shall immediately repay all outstanding amounts due from you to the Bank and return all documents and assets belonging to the Bank. Similarly, you shall discharge all obligations (as applicable) in terms of vacating Bank's Leased accommodation, obtaining refund of house deposit (if applicable).

In the event of severance of your employment with the Bank without settling amounts due from you to the Bank or fulfilling your obligations, the Bank reserves the right to take appropriate remedial action to protect its interest, including institution of legal proceedings.

The Bank at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances/loans advanced to you by the Bank and which are outstanding against your name.

13) Professional Ethics & Confidentiality

You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.

You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Any disclosure which has not been expressly authorized by the Bank shall be called 'unauthorized disclosure' For the purpose of this paragraph; the term "Bank" shall also include all affiliates of the Bank.

Unauthorized Disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction".

Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

Resha
3/8/2022
ACCEPTED



During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

The Insider Trading Policy of YES Bank prohibits its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise. The definition of insider dealing its prohibitions and highlights are detailed in the Insider Trading Policy which is a part of the joining documentation.

While you are in the service of the Bank, you will also adhere to the Bank's Code of Conduct, IT Security Practice & Procedures & other guidelines/policies as prescribed by the Bank and as applicable at present and as may be modified from time to time. You are required to acknowledge that you have read & understood the same and undertake to abide by them at all times.

14) Intellectual Property

All Works developed by you during the course of your employment with the Bank, shall belong exclusively to the Bank and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such work identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works.

The license scope is to make, have made, use, have used, sell, license or transfer Items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

Radhav
3/8/2022
ACCEPTED

15) Indemnity

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage.

16) Conditions of Employment

Your appointment and your continuation in employment are subject to:

1. The Bank receiving satisfactory references as per the existing YES BANK Ltd. Reference check policy.
2. Subject to receiving a Medical Fitness Declaration from you; this has to be submitted online while completing your joining formalities. During the course of your employment the Bank may require you to undergo medical examination if need so arises. The Bank reserves the right to terminate your employment in the event that you are no longer fit to discharge your duties effectively or in the event of prolonged absence on medical grounds.
3. The Bank receiving the attested copies of all your age, educational and professional qualifications.
4. The Bank receiving the original relieving letter from your previous employer.
5. The Bank is proceeding on your candidature based on the documents/ declaration/ information furnished by you in the Pre Hire Reference Check Form and during the discussion/ interview which you have declared as being true and correct. The Bank reserves the right to cancel your candidature or withdraw employment offer made to you at any stage during the selection and offer process and/or terminate your employment in the event any information furnished by you is found to be false/misleading or incorrect.

You will be subject to the rules and regulations framed by the Bank from time to time.

Radhavi

3/8/2022

ACCEPTED

17) Validity

The offer of employment shall be valid till **07-08-2022** and you are required to communicate your acceptance of the same in writing on or before the said date by signing and returning a copy of this offer letter. You should join duties latest by **01-09-2022**.

In case you do not communicate your acceptance of the offer or do not join duties on the date mentioned above, the offer contained in this letter shall stand automatically cancelled, unless specifically extended by the Bank, in writing. Upon your joining duties this letter of offer shall be deemed to be your appointment letter. **Please sign and return a copy of this communication in acknowledgement of receipt and acceptance.**

We welcome you as a member of our team and wish you a successful career with YES Bank.

Yours sincerely,

Digitally signed by PRADHAN SANGRAM KESHARI

Date: 2022.08.02 15:30:12 +05:30

Reason: YES BANK Ltd. Offer/Appointment Letter Digital Sign

Sangram Pradhan

HR Head - Support Services

Enclosures : Annexure I & II

I acknowledge that I have read and understood each and every term and condition set out in this Appointment letter & the enclosed Annexures and hereby agree, accept, and undertake to abide by all the aforesaid terms and conditions.

Accepted by:

Name : Resha Jadhav

Signature : Radhar

Date : 3/8/2022

ACCEPTED

Radhar

3/8/2022

ANNEXURE - I

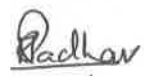
Break up of Total Fixed Pay

Employee Name : Resha Jadhav
Candidate ID: 146594
Business Unit : Retail Banking
Designation : Senior Officer and Sales Officer CASA
Location : Margao
Total Fixed Pay : ₹ 2,50,000
Total Fixed Pay (in words) : Two Lakh Fifty Thousand Rupees

SALARY COMPUTATION	
Components	Per Annum
Basic	75,000
HRA	37,500
Supplementary Allowance	62,835
Bonus	16,800
Conveyance Allowance	19,200
LTA Allowance	6,250
Sub Total	2,17,585
Provident Fund	21,600
Gratuity	3,608
Retiral Total	25,208
Group Life Insurance and Critical Illness	1,130
Group Mediclaim	6,077
Benefit Total	7,207
Total Fixed Pay	2,50,000

NB : Group Term Life Insurance & Critical Illness scheme is mandatory for the employee.

Group Mediclaim & Accidental Death Benefit coverage is mandatory for the employee and the premium amount for both these policies is only for employee as mentioned above


 3/8/2022
 ACCEPTED

under the GMC header with a default coverage of INR. 5 Lakhs as per the current Group Medclaim Policy. Coverage for Spouse & Children is voluntary in Group Medclaim Policy.

The Bonus amount shown above will be considered as Bonus Payable under the Payment of Bonus Act 1965; if applicable.

Radhar

3/8/2022

ACCEPTED

ANNEXURE - II**Compensation****Basic**

Basic salary is 30% of the Fixed Pay. It will be paid monthly through payroll and is subject to tax as per the prevailing Income Tax rules.

House Rent Allowance (HRA)

HRA is 50% of Basic. It will be paid monthly through payroll. Tax exemption may be claimed on submission of the rent receipt / lease agreement as per the prevailing Income Tax rules.

Conveyance

Conveyance of ₹ 1,600/- per month will be paid through payroll. The total annual amount of ₹ 19,200/- per annum is exempt from tax as per the prevailing Income Tax rules. Employees who have availed the Company car benefit will not be eligible for this allowance.

Supplementary Allowance

It will be paid monthly through payroll and will be subject to tax as per the prevailing Income Tax rules. (This allowance amount is arrived at after deducting all other compensation components from the Fixed Pay).

LTA Allowance

LTA Allowance is paid monthly, and it is taxable. The annual entitlement of LTA Allowance is equal to one-month basic Salary.

Note:

Basic Salary and other allowances are paid on pro-rata basis for the days payable for each month. These are not payable for any days of Leave without pay.

Badhar

3/8/2022

ACCEPTED

Retirals**Provident Fund (PF)**

The company's contribution towards PF would be 12% of the basic salary. Your contribution of 12% will also be deducted every month through payroll. You can increase your PF contribution to more than 12% but up to maximum of 88% voluntarily which is called as Voluntary Provident Fund (VPF). The amount will be tax exempt as per the prevailing Income Tax Rules.

Gratuity

The Gratuity is payable to you as per Payment of Gratuity Act.

Benefits**Group Life Insurance / Critical Illness**

Your coverage will be **Equivalent to One time of the TCC**. This coverage is only for the employee. In the event of your death the same will be paid to your family. The premium for the same will be adjusted from your Fixed Pay.

Group Mediclaim Insurance

Group Mediclaim Insurance & Accidental Death Benefit coverage is mandatory for the employee and the premium amount mentioned in Annexure I is for both these policies is only for employee with a default coverage of INR. 5 Lakhs as per the current Group Mediclaim Policy. Coverage for Spouse & Children is voluntary in Group Mediclaim Policy.

*If you wish to enroll your dependents, kindly do the needful within 30 days of joining.

Radhav
3/8/2022
ACCEPTED



STRICTLY PRIVATE & CONFIDENTIAL

27-07-2022

**Crystal Mascarenhas
H.no 219, Niamorod Guirdolim Chandor salcete Goa,
Goa,
Goa,
Salcete - Goa
403714**

Dear Crystal Mascarenhas,

We would like to thank you for meeting us to discuss a career opportunity with YES BANK LTD (YBL).

Based on our discussions, we are pleased to appoint you as **Senior Officer and Sales Officer CASA : Retail Banking** in YES BANK at **Margao**. You will be expected to carry out duties appropriate to this appointment.

Although your normal work will consist of the duties assigned to you from time to time, you may be called upon to discharge any other duties which in the opinion of the Bank are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

1) Compensation

Your Gross Annual Total Fixed Pay will be **₹2,50,000 (Two Lakh Fifty Thousand Rupees Only)**, paid on the last day of each month. The Break-up of your compensation and details is attached as Annexure I & II.

Your salary will be revised annually in accordance with the Bank's policy.

The Bank operates on a performance-based Bonus/ Incentive pay plan for employees, the payment and level of which is as per the Bank's policy. Any such payment is contingent upon your performance on the job and in accordance with the scheme established by the Bank.

Your salary is confidential and should be discussed only with your Functional Head and Human Capital Management Department.

Registered & Corporate Office: YES BANK Limited, YES BANK House, Off Western Express Highway,
Santacruz (East), Mumbai - 400055 Tel: +91 (22) 5091 9800 / +91 (22) 6507 9800 Fax: +91 (22) 2619 2866
Website: www.yesbank.in Email: communications@yesbank.in CIN: L65190MH2003PLC143249



2) Hours of Work

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in. You may be required to work on staggered timings/ shifts, the timings for which may be altered from time to time. You should discuss details on specific working hours with your Functional Head / Leader.

3) Probation Period

You will be on probation for an initial period of six months from the date of your joining. The probation period can be extended at the discretion of the Bank. Your probation period will be deemed to be extended at the end of the probation period, unless you are informed in writing stating that (i) your probation period has ended; and (ii) you have been confirmed in the services of the Bank. Your confirmation will be subject to satisfactory performance, as per the policy of the Bank. That Bank may at its sole discretion issue such confirmation from retrospective effect.

4) Leave

You will be governed by YBL's Leave and Attendance Policy announced from time to time. Please note that your employment is liable to be terminated if you absent yourself from the services of the Bank, without prior written permission or overstay sanctioned leave for a period exceeding seven days, except in cases of medical exigencies (which will need to be supported by a medical certificate).

5) Notice Period /Separation /Termination

It is understood and agreed that this engagement may be terminated (during probation or upon confirmation), by either party by giving to the other at any time, notice in writing of 30 days. The termination shall take effect at the end of such notice period.

Termination (during probation or upon confirmation) with immediate effect, may be made by either party by paying to the other an amount equivalent to 30 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.



6) After Confirmation

It is understood and agreed that this engagement may be terminated by either party by giving to the other at anytime, notice in writing of 90 days. The termination shall take effect at the end of such notice period. Termination with immediate effect, may be made by either party by paying to the other an amount equivalent to 90 days of Salary in Lieu of notice. In the event the termination with notice is at the instance of the Employee, the Bank at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part without paying any amount towards the balance notice period.

7) Termination Without Notice

At the sole discretion of the Bank your services are liable to be terminated without any notice or salary in lieu thereof in the event of your involvement in any serious misconduct, misdemeanour or any offence which may or may not be directly connected with the business of the Bank.

8) Leave during notice period

You will not be entitled to avail privilege leave while serving the notice period.

Note - For the purpose of calculating Salary in lieu of notice period, "Salary" means Fixed Pay less retiral components (PF and Gratuity).

On leaving the services of the Bank, for whatsoever reason, you will immediately handover all the documents, data or any article / property of the Bank entrusted to you to enable the Bank to settle your dues.

9) Mobility

In view of the nature of our business, it may become necessary to require you to work in different divisions, associate companies, concerns, sections, subsidiaries, entities, offices or locations of YES Bank. Acceptance of our offer of employment is acceptance of this obligation of flexibility on your part.

10) Retirement

The age of retirement in the Bank is 60 years. Your date of birth, as confirmed by you has been recorded as **28-12-1998** in the Bank's records.



11) Other Terms and Conditions

During your employment, you will be subject to the service rules, regulations and policy of the Bank applicable from time to time.

The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and procedures of the Bank as presently applicable and as may be amended from time to time.

You will not, during the continuance of your employment undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, or profession whatsoever. You will devote your whole time and attention to your duties with the Bank.

Post your acceptance of this offer and employment with YES BANK Ltd., you authorize the Bank to deposit the amounts due to you from the Bank into your salary account with YES BANK Ltd. You further authorize the Bank to debit your salary account for all amounts due to the Bank in case of the dues not being cleared by you.

You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.

You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.

If at any time you are involved in any legal/administrative/quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof. You shall not at anytime use your association with the Bank to gain unfair advantage for personal purposes. You shall follow all directions, instructions, guidelines, and policies of the Bank issued from time to time in discharge of your duties.

The courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.

In case you leave the services of the Bank on your own accord within 2 years of joining the Bank, then joining financial commitments like notice period takeover, relocation expense, bonus paid at the time of the joining and performance bonus or any other financial amount paid to you, other than your fixed pay, paid during the period of employment with the Bank etc. will be recovered in full. For the purpose of reckoning the period of 2 years, the date of resignation or last date of employment with the bank will be considered, whichever is earlier.



12) Reservation of Rights

In the event of your leaving the service of the Bank for any reason, you shall immediately repay all outstanding amounts due from you to the Bank and return all documents and assets belonging to the Bank. Similarly, you shall discharge all obligations (as applicable) in terms of vacating Bank's Leased accommodation, obtaining refund of house deposit (if applicable).

In the event of severance of your employment with the Bank without settling amounts due from you to the Bank or fulfilling your obligations, the Bank reserves the right to take appropriate remedial action to protect its interest, including institution of legal proceedings.

The Bank at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances/loans advanced to you by the Bank and which are outstanding against your name.

13) Professional Ethics & Confidentiality

You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.

You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank, or make any use thereof, except for the benefit of and on behalf of, the Bank. For the purpose of this paragraph, the term "Bank" shall also include all affiliates of the Bank.

Any disclosure which has not been expressly authorized by the Bank shall be called 'unauthorized disclosure' For the purpose of this paragraph; the term "Bank" shall also include all affiliates of the Bank.

Unauthorized Disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction".

Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.



During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

The Insider Trading Policy of YES Bank prohibits its employees from using confidential price sensitive or material non-public information in any transaction, personal or otherwise. The definition of insider dealing its prohibitions and highlights are detailed in the Insider Trading Policy which is a part of the joining documentation.

While you are in the service of the Bank, you will also adhere to the Bank's Code of Conduct, IT Security Practice & Procedures & other guidelines/policies as prescribed by the Bank and as applicable at present and as may be modified from time to time. You are required to acknowledge that you have read & understood the same and undertake to abide by them at all times.

14) Intellectual Property

All Works developed by you during the course of your employment with the Bank, shall belong exclusively to the Bank and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such work identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works.

The license scope is to make, have made, use, have used, sell, license or transfer Items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.



15) Indemnity

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage.

16) Conditions of Employment

Your appointment and your continuation in employment are subject to:

1. The Bank receiving satisfactory references as per the existing YES BANK Ltd. Reference check policy.
2. Subject to receiving a Medical Fitness Declaration from you; this has to be submitted online while completing your joining formalities. During the course of your employment the Bank may require you to undergo medical examination if need so arises. The Bank reserves the right to terminate your employment in the event that you are no longer fit to discharge your duties effectively or in the event of prolonged absence on medical grounds.
3. The Bank receiving the attested copies of all your age, educational and professional qualifications.
4. The Bank receiving the original relieving letter from your previous employer.
5. The Bank is proceeding on your candidature based on the documents/ declaration/ information furnished by you in the Pre Hire Reference Check Form and during the discussion/ interview which you have declared as being true and correct. The Bank reserves the right to cancel your candidature or withdraw employment offer made to you at any stage during the selection and offer process and/or terminate your employment in the event any information furnished by you is found to be false/misleading or incorrect.

You will be subject to the rules and regulations framed by the Bank from time to time.



17) Validity

The offer of employment shall be valid till **31-07-2022** and you are required to communicate your acceptance of the same in writing on or before the said date by signing and returning a copy of this offer letter. You should join duties latest by **01-09-2022**.

In case you do not communicate your acceptance of the offer or do not join duties on the date mentioned above, the offer contained in this letter shall stand automatically cancelled, unless specifically extended by the Bank, in writing. Upon your joining duties this letter of offer shall be deemed to be your appointment letter. **Please sign and return a copy of this communication in acknowledgement of receipt and acceptance.**

We welcome you as a member of our team and wish you a successful career with YES Bank.

Yours sincerely,

Sangram Pradhan

HR Head - Support Services

Enclosures : Annexure I & II

I acknowledge that I have read and understood each and every term and condition set out in this Appointment letter & the enclosed Annexures and hereby agree, accept, and undertake to abide by all the aforesaid terms and conditions.

Accepted by:

Name : Crystal Mascarenhas

Signature : _____

Date : _____

ANNEXURE - I

Break up of Total Fixed Pay

Employee Name : Crystal Mascarenhas
Candidate ID: 146595
Business Unit : Retail Banking
Designation : Senior Officer and Sales Officer CASA
Location : Margao
Total Fixed Pay : ₹ 2,50,000
Total Fixed Pay (in words) : Two Lakh Fifty Thousand Rupees

SALARY COMPUTATION	
Components	Per Annum
Basic	75,000
HRA	37,500
Supplementary Allowance	62,835
Bonus	16,800
Conveyance Allowance	19,200
LTA Allowance	6,250
Sub Total	2,17,585
Provident Fund	21,600
Gratuity	3,608
Retiral Total	25,208
Group Life Insurance and Critical Illness	1,130
Group Mediclaim	6,077
Benefit Total	7,207
Total Fixed Pay	2,50,000

NB : Group Term Life Insurance & Critical Illness scheme is mandatory for the employee.

Group Mediclaim & Accidental Death Benefit coverage is mandatory for the employee and the premium amount for both these policies is only for employee as mentioned above



under the GMC header with a default coverage of INR. 5 Lakhs as per the current Group Medclaim Policy. Coverage for Spouse & Children is voluntary in Group Medclaim Policy.

The Bonus amount shown above will be considered as Bonus Payable under the Payment of Bonus Act 1965; if applicable.

ANNEXURE - II

Compensation

Basic

Basic salary is 30% of the Fixed Pay. It will be paid monthly through payroll and is subject to tax as per the prevailing Income Tax rules.

House Rent Allowance (HRA)

HRA is 50% of Basic. It will be paid monthly through payroll. Tax exemption may be claimed on submission of the rent receipt / lease agreement as per the prevailing Income Tax rules.

Conveyance

Conveyance of ₹ 1,600/- per month will be paid through payroll. The total annual amount of ₹ 19,200/- per annum is exempt from tax as per the prevailing Income Tax rules. Employees who have availed the Company car benefit will not be eligible for this allowance.

Supplementary Allowance

It will be paid monthly through payroll and will be subject to tax as per the prevailing Income Tax rules. (This allowance amount is arrived at after deducting all other compensation components from the Fixed Pay).

LTA Allowance

LTA Allowance is paid monthly, and it is taxable. The annual entitlement of LTA Allowance is equal to one-month basic Salary.

Note:

Basic Salary and other allowances are paid on pro-rata basis for the days payable for each month. These are not payable for any days of Leave without pay.



Retirals

Provident Fund (PF)

The company's contribution towards PF would be 12% of the basic salary. Your contribution of 12% will also be deducted every month through payroll. You can increase your PF contribution to more than 12% but up to maximum of 88% voluntarily which is called as Voluntary Provident Fund (VPF). The amount will be tax exempt as per the prevailing Income Tax Rules.

Gratuity

The Gratuity is payable to you as per Payment of Gratuity Act.

Benefits

Group Life Insurance / Critical Illness

Your coverage will be **Equivalent to One time of the TCC**. This coverage is only for the employee. In the event of your death the same will be paid to your family. The premium for the same will be adjusted from your Fixed Pay.

Group Mediclaim Insurance

Group Mediclaim Insurance & Accidental Death Benefit coverage is mandatory for the employee and the premium amount mentioned in Annexure I is for both these policies is only for employee with a default coverage of INR. 5 Lakhs as per the current Group Mediclaim Policy. Coverage for Spouse & Children is voluntary in Group Mediclaim Policy.

*If you wish to enroll your dependents, kindly do the needful within 30 days of joining.



ANANT INFOMEDIA PVT. LTD.

Ms. Gauravi Kantak
Mapa, Panchwadi Ponda
Ponda, North Goa
403401.

Subject: Appointment Letter

Dear Gauravi Kantak,

Upon reviewing your application and interviewing you in person, we are pleased to appoint you at the position of **Software Support Executive** with our Company. Your place of work will be at our office at Goa, Panaji and date of Joining will be **05th August 2022**.

You will receive a total compensation of **15,000/- Per Month (CTC)**. This sum includes all the payments as per AIPL's policies and any statutory payments/benefits applicable as per laws in force.

Enclosed are your '*Terms and Conditions*' of service. You are requested to confirm that these are acceptable to you by signing and returning the original copy.

If you have any questions or concerns regarding the enclosed Terms or anything related to your new position please do not hesitate to contact us as soon as possible to discuss them further.

Your appointment as an employee in our organization is subject to your medical fitness, verification of your educational certificates, background checks and satisfactory references.

Kindly carefully read and comply with the below mentioned '*Terms and Conditions*' which apply to your employment with us. Looking forward to your association with Anant Infomedia Pvt. Ltd.



EMPLOYMENT AGREEMENT

Employee Name- Andrick Silva
Employee Address:
S/O Lina Fernandes H. NO 1613/2,
Vasvaddo Benaulim Salcete,
South Goa, 403716

Emp Agmt ID: OL/IND/2022/03-TR 145
Date – November 3, 2022

Appointment as Software Engineer- I with effect from 2nd November 2022

At the outset, we welcome you to **ZiMetrics Technologies Private Limited** (“the Company”) and we wish you an enriching tenure with us.

With reference to your Offer Letter dated 26 July 2022; we are pleased to appoint you as Software Engineer Grade- I in the Company with effect from 2nd November 2022, subject to the following terms and conditions. This Employment Agreement (“**Employment Agreement/ Agreement**”) supersedes and replaces all other communications made to you prior to the date of issue of this Agreement.

1. PLACE OF WORK

Your location of employment will be **Goa**. You may be transferred, assigned, or deputed to any of our subsidiaries, or our client offices, in India or outside India, depending on business requirements. These assignments will be agreed with you in advance and fall within the scope of work set out in this Agreement. In such case, all transfer facilities applicable as per the Company’ then existing policies will be made available to you. You may be required to travel as may be necessary in performance of your employment duties.

2. TITLE AND DUTIES

During your tenure you are expected to perform a role as may be deemed fit by the Company and business needs. The Company encourages its employees to sharpen and enhance their competencies by providing various roles.

3. REMUNERATION AND TAXES

- (a) Your total emoluments are – Fixed 3.6 LPA as described in **Annexure ‘A’** appended to this Agreement.
- (b) Your Salary will be subject to standard statutory deductions and will be payable monthly in accordance with The Company customary payroll practices.
- (c) In case of change in any existing laws or introduction of new law which requires any payment to be made, the Company reserves a right to adjust the salary components stated in Annexure A Salary break-up to ensure full compliance with such statutory payment obligations.
- (d) The Company reserves a right to provide you with variables, bonuses, and any Company discretionary benefits. These benefits will be applicable to those employees who have not resigned from the employment services and are not serving a notice period at the time of disbursements of such benefits.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

4. ANNUAL PERFORMANCE APPRAISAL:

Your growth in the Company and increments in the salary shall solely depend on your performance and Company's performance. The increments and salary revision will be driven as per the Performance Management Policy of the Company.

5. TERMINATION & RESIGNATION

A. **Termination-** The Company reserves a right to terminate your employment services With or without cause by giving you one (1) months' salary in lieu of notice period.

Without notice in the following cases:

- a. breach of confidentiality and IP related obligations
- b. violation of laws
- c. are guilty of serious misconduct
- d. are convicted of any crime involving moral turpitude
- e. are in material breach any of the Company policies; or
- f. cause damage to the Company's tangible property
- g. sexual Harassment
- h. if you remain absent or on unauthorised leave without notice in writing or without sufficient reasons for ten (10) days or more.

B. **Resignation:** If you wish to voluntary resign from the services of the Company, you will be required to give three (3) months advance written notice.

Upon termination / resignation, you will return to The Company all hardware including but not limited to laptops, computer device machines, books, documents, papers, materials, and other property relating to the business of the Company which may then be in your possession or under your power or control. Sections 8, 9, 10 and 14 shall survive any termination or cessation of this Agreement.

6. SUSPENSION OF YOUR SERVICES

The Company may in its sole discretion suspend you from your employment, on full salary, during any period in which The Company is carrying out an investigation into any of your negligent acts, misconduct and/ or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments. The terms and conditions of this Agreement shall remain in full force and effect during the suspension period. Depending on the result of the investigation, such suspension may result in termination of your services which shall be subject to the effect of termination provisions hereunder or reinstatement of your employment.

7. EXCLUSIVITY

You hereby agree that during the term of this Agreement, you shall provide full time services to the Company and shall not provide any, consultancy or advisory, whether paid or unpaid, fulltime, or part time to any third party without the express written consent of the Company.

8. NON-COMPETE & NON-SOLICITATION

9.1 During the continuance of this Agreement and for a period of one (1) year immediately following your separation with Company You shall not directly or indirectly in any manner whatsoever:

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

-
- (i) induce hire, solicit, or entice or procure or encourage, any person who is a Company employee, independent contractor, or consultant to leave the Company's employment.
 - (ii) Solicit, contract, interfere with, do business with or endeavor to entice away from the Company any of the Company's existing, prospective customers or any customer of the Company with whom You had contact during your employment term.

9.2 During the term of this Agreement You undertake not to directly or indirectly in any manner whatsoever serve as an advisor, agent, consultant, director, employee, officer, partner of any business in competition with the Company's business as conducted by the Company during your employment with the Company

9.3. You further declare that you do not have any non-compete obligations or other restrictive clauses with any of your previous employer.

9. PUBLICATION

You shall not use the name and or/ trademark/ logo of the ZiMetrics, its affiliates and subsidiaries in any manner which is detrimental to the interest, image, and goodwill of the Company.

You shall not at any time, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Any breach of this provision will entitle the Company to terminate this Agreement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) and to pursue any legal action against you, as applicable. Further, notwithstanding the stated above, you acknowledge that any post, comment, opinion etc. published by You on any matter in any forum, including social media, shall state that it is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

10. INVENTION ASSIGNMENT AND CONFIDENTIALITY

The matters pertaining to the terms and conditions of your employment including your remuneration are strictly confidential between you and The Company. You agree to abide by the confidentiality obligations provided under **Annexure "B"** ("Confidentiality"), to protect the rights of The Company while dealing with confidential information, documents, etc. You also agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") attached herewith as **Annexure "C"**, in favor of The Company. The said Annexures form integral part of this Employment Agreement.

11. RETIREMENT

You will retire from the services of The Company on attaining the age of **58 years**. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the time of joining The Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

12. OTHER CONDITIONS

- i. Your continued employment with the Company under this Agreement is conditional upon satisfactory completion of your background checks, pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. If it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if You have suppressed any material information regarding your qualifications and experience, the Company may terminate your employment with immediate effect and with no liability to make any further payment to you, without prejudice to recovery of any other monetary compensation legally recoverable from you by the Company for any damages.
- ii. You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease, and you are not addicted to drugs or any other substance abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to You from time to time.
- iii. You will always maintain your ability to be employable and in event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- iv. You acknowledge and provide your consent to collect and use your personal information including Sensitive Personal Data to the Company and to share your sensitive personal data or any information about you and/or your dependents (wherever applicable) provided to the Company for any background verification compliance, operational and administrative, investigative and audit purposes as the case may be.
- v. During your employment with the Company, You explicitly agree to abide to and be governed by all the current policies and procedures adopted by the Company from time to time. The Company may at its sole discretion reserves a right to revise these policies and procedures



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

13. GOVERNING LAW

This Agreement shall be governed by the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

To confirm your acceptance of this Employment Agreement and please sign in the space specified below.

We are delighted to have you as part of our team, and we wish you a rewarding career over the years to come.

For **ZiMetrics Technologies Private Limited**

Swati Patil

Swati Patil – Head HR

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions along with the Annexures and agree to abide by the same.

Signature: 
ANDRICK JUSTEN SILVA (Nov 4, 2022 20:46 GMT+5.5)

Name (in Capitals): **ANDRICK JUSTEN SILVA**

Place: **BENAULIM, GOA**

Date: **Nov 4, 2022**

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure – A

Salary Break -Up/ Emolument Details

Please note, the breakup is a projection and is based on current and applicable laws and Company policies. This breakup is subject to change inline to government regulations or Company policies as may be applicable, from time to time.

A	Component of Salary		
	#	Salary Components	Amount (INR, Per Annum)
	1	Basic Salary	99,180
	2	HRA	99,180
	3	LTA	24,000
	4	Education Allowance	2,400
	5	Special Allowance	1,01,069
		Gross Salary	3,25,829
B	Benefits		
	#	Benefit	Amount (INR, Per Annum)
	1	EPF Employer Contribution	23,400
	2	Group Health Insurance (*Approximate & Varies year on year)	6,000
	3	Gratuity	4,771
		Total Benefits	34,171
C		CTC (Gross Salary (A) + Benefits (B))	3,60,000

For ZiMetrics Technologies Private Limited

Swati Patil

Swati Patil – Head HR

Jyoti Verma

Jyoti Verma - Head Compliance & Audit

Annexure - B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Obligations Agreement is executed by and between **ZiMetrics Technologies Private Limited**, (the "Company") and Andrick Silva (**Employee Name**), pursuant to the Employment Agreement dated November 3, 2022.

The Company's objective hereunder is to protect the Confidential Information (defined below) disclosed to the Employee by The Company or any of its affiliate or group companies, while allowing the Employee access to The Company information during the tenure of the Employee's employment with The Company. For the purposes of this Annexure, "Company" shall be deemed to include all affiliate and group companies of The Company.

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows:

1. COMPANY'S CONFIDENTIAL INFORMATION- In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

(c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business; and

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

(f) any confidential or proprietary information received by Company or which it may receive in future from third parties subject to a duty on The Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

- 2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION-** During the term of this Agreement and thereafter the Employee shall keep Company's Confidential Information, whether prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company or to any third party without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than The Company.

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than Company.

- 3. CONFIDENTIAL INFORMATION OF OTHERS-** Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret or confidential information of others/third parties.

- 4. RETURN OF MATERIALS** - When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

- 5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT-** Employee's obligation to maintain the confidentiality and security of Confidential Information shall survive even after Employee's employment with the Company ends.

6. GENERAL PROVISIONS

(a) **Relationships:** Nothing contained in this Annexure B shall be deemed to make Employee a partner or joint venture of the Company for any purpose.

(b) **Severability:** If a court finds any provision of this Annexure B invalid or unenforceable, the remainder of this Annexure shall be interpreted so as best to effect the intent of the Company and Employee.

(c) **Integration:** This Annexure expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

understandings. This Annexure B may not be amended except in a writing signed by both Company and Employee.

(d) **Waiver:** The failure to exercise any right provided in this Annexure B shall not be a waiver of prior or subsequent rights.


(e) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Annexure B may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) **Indemnity:** Employee agrees to indemnify Company against all direct and indirect losses, damages, claims, or costs and expenses incurred or suffered by Company or any third party as a result of Employee's breach of this Annexure B.

(g) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Annexure B, the Company shall have the right to collect from the Employee reasonable attorney fees and costs and necessary expenditures.

(h) **Governing Law:** This Annexure shall be governed in accordance with the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions and shall always abide by the same.

Signature: 

ANDRICK JUSTEN SILVA (Nov 4, 2022 20:46 GMT+5.5)

Name (in Capitals): ANDRICK JUSTEN SILVA

Place: BENAULIM, GOA

Date: Nov 4, 2022

Annexure – C

PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Proprietary Information and Assignment Agreement (“Agreement”) is executed by and between **ZiMetrics Technologies Private Limited**, (the “Company”), **Andrick Silva (Employee name)**, pursuant to the Employment Agreement dated November 3, 2022.

WHEREAS:

The Employee is in employment with the Company and Employee acknowledges that he/ she has had in the past/ will/may have access to sensitive and Proprietary Information belonging to the Company and/ or to any of its affiliate companies (“Affiliates”) and in order to protect the business interest of the Company and its Affiliates (hereinafter, individually or collectively referred to as, “ZIMETRICS”), the Employee agrees to the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. **Proprietary Information.** The Employee understands that his/ her work as an Employee of the Company, will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "Proprietary Information"), which form the very basis of the Company business and existence. the Company has, therefore, a very direct interest in protecting its valuable Proprietary Information. The Employee agrees to keep all Proprietary Information in trust for the benefit of the Company. The Employee shall never use any Proprietary Information, except as required by his/ her duties to the Company. Employee understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside the Company. Even within the Company, the Employee shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information, on a need-to-know basis.

“**Proprietary Information**” means information, ideas, and materials of or about the Company, Employees, customers of the Company or others with whom THE COMPANY conducts business. Proprietary Information that is not generally known to the software or recruiting industries or the public is confidential, and the Employee agrees to always exercise diligence to maintain the confidentiality of all Proprietary Information and not disclose Proprietary Information. The Employee understands that his/ her obligation to keep Proprietary Information strictly confidential shall survive the termination of his/ her employment and/or this Agreement. Proprietary Information also includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Employees, and salaries, product development plans; business and financial plans and forecasts, student information, client company information, and marketing and sales plans and forecasts.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

2. **Inventions & Assignment.** The Employee shall promptly and fully disclose to the Company all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property (collectively, "Inventions"), relating to any activities of the Company of which the Employee is aware or become aware, conceived or developed by him/ her alone or with others, during (i) the term of his/ her employment, whether or not conceived during regular business hours, or (ii) within one (1) year after termination of his/ her employment if based on Proprietary Information.

Such Inventions shall be the sole property of the Company. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by the Employee for the Company under relevant provisions of Copyright Law. To the extent the Inventions may not be considered a 'Work Made For Hire', the Employee hereby irrevocably assign to THE COMPANY. at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Employee may have in such Inventions. The Employee will (whether during or after his/ her employment) execute such written instruments and do other such acts as may be necessary in the opinion of the Company to obtain a patent, register a copyright, or otherwise protect or enforce the Company rights in such Inventions. The Employee hereby irrevocably appoints the Company and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Employee will allow the Company to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment to determine if they are based on Proprietary Information.

This assignment obligation does not apply to Inventions which are conceived or developed entirely on his/ her own time and for which the Employee does not use any equipment, supplies, facilities, or Proprietary Information of THE COMPANY or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of the Company or the Company customer; and (b) do not result from any work performed by Employee (alone or with others) for the Company.

3. **Return of Proprietary Information.** On termination of employment with the Company , or at any time it so requests, the Employee will deliver immediately to the Company all property belonging to the Company and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorialization's of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment including any copies, in his/ her possession, whether prepared by him/ her or others.

4. **Former Employers' / Third Party's Information.** The Employee agrees that he/ she will not, during his/ her employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he/ she will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Employee has such information or materials, he/ she acknowledge notice that the Company does not want him/ her to disclose such information or materials to the Company, nor does the Company want him/ her to use such information or materials in any work that the Employee may perform for the Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

5. **Assistance Upon Termination.** The Employee shall upon leaving employment with the Company, assist the Company in patenting any inventions even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by the Company) and for this purpose keep The Company informed of his/ her addresses in the succeeding five years after leaving employment.
6. **Reserved Rights; License.** The Employee has listed on the attached **Annexure "C-1"** a detailed description of all of independent inventions developed or conceived by him/ her, patented or unpatented and, to the extent that he/ she possess proprietary rights therein, the Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, the Employee represents that there are no such items to be excluded. In the event that the Employee incorporates, uses, or otherwise employs ("Use") any Inventions in which the Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for the Company, he/ she hereby grants to the Company a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights.
7. **Conflicting Agreement.** The Employee represents that there are no other contracts to assign Inventions now in existence between the Employee and any other corporation or other third party unless he/ she has so indicated on **Annexure "C-1"** and unless a copy of any such contract is provided to the Company.
8. **The Company Policies.** The Employee agrees to comply with the policies and procedures of the Company. The Company, in their respective Employee manuals, code of conduct and bulletins, and other communications which may all be modified from time to time at the sole discretion of the Company. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.
9. **Choice of Law; Jurisdiction; Remedies.** This Agreement shall be governed by and construed in accordance with the laws of India, and the Employee voluntarily submits himself/ herself to the jurisdiction of the courts of Pune. The Employee acknowledges that breach of this Agreement would cause irreparable damage to the Company the monetary value of which, he/ she acknowledges, shall be extremely difficult to be ascertained. Therefore, the Employee agrees that, in addition to other remedies, the Company is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.
10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.
11. **Successors.** This Agreement inures to the benefit of successors and assigns of the Company and is binding on his/ her heirs and legal representatives.
12. **Survival.** This Agreement survives termination of his/ her employment with the Company.



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

13. **General.** This Agreement shall not be modified except in writing and signed by him/ her, an authorized representative of the Company.

14. **Counsel.** The Employee understands that he/ she may have independent legal counsel review this Agreement, at his/ her own expense, on his/ her behalf prior to execution.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT TO BE EFFECTIVE ON THE LAST DATE OF SIGNATURE SET FORTH BELOW.

I have carefully read, understood, and hereby accepts the above-mentioned terms and conditions.

Signature: 
ANDRICK JUSTEN SILVA (Nov 4, 2022 20:46 GMT+5.5)

Name (in Capitals): **ANDRICK JUSTEN SILVA**

Place: **BENAULIM, GOA**

Date: **Nov 4, 2022**

Annexure C-1: Description of all of independent inventions and Conflicting Agreements



VIDYA VIKAS MANDAL'S
**SHREE DAMODAR COLLEGE OF
COMMERCE & ECONOMICS**
MARGAO - GOA

STAFF IDENTITY CARD



NAME : MS. PREETI MAHADEV DHOBLE

DESIGNATION: LAB. INSTRUCTOR

CONTACT NO.: 7758879990

D.O.B. : 13/07/2000 BLD GRP: A+

**ADD.: FLAT NO. SHIV-VAN APARTMENT,
BEHIND KIRTI HOTEL,
DURGABHAT PONDA GOA**

NT6



DEPARTMENT: ADMINISTRATIVE



[Signature]
Principal's Signature

GST NO.: 27AAVCS9560M1Z7
CIN: U74900PN2015PTC155710
PAN: AAVCS9560M



OFFER LETTER

12th May 2022

Dear Sakshi

Heartiest Congratulations!

We are pleased to inform that, upon successful completion of the selection process, you have been selected as **“Executive - Content- Social Media”**. You will be based at our HO at Pune.

It gives us immense pleasure to extend the offer to you to be a part of our team. Consequent to our discussions and agreements reached, you will join on or before May 16, 2022. Initially you will be WFH till June 12, 2022 and you shall start work from the office on or before June 13, 2022.

As agreed, your CTC will be ₹ 3,00,000 (Rupees Three lakhs only) per Annum. Professional Tax & Provident Fund will be deducted from the consolidated amount.

A detailed appointment letter will be given once you report to duty and on receiving following documents and confirmation from your end:

- **Proof of age – SSC Certificate or School leaving certificate.**
- **Experience certificates.**
- **Educational certificates including mark sheets.**
- **Document for address proof.**
- **Two Copies of your recent photograph, one passport size and one stamp size.**
- **Last 3 months drawn salary slips in original.**
- **Appointment letter, Employment confirmation, Reliving Letter of previous employers.**
- **Kindly confirm your acceptance on mail so that we can plan accordingly.**

Welcome to the exciting world of School of Inspirational Leadership.

See you on May 16th 2022. The office starts at 09.30 a.m.

Thanks, and Regards
For School of Inspirational Leadership

Authorised Signatory

(This is an electronic communication and thus does not require physical signature.)

School of Inspirational Leadership Pvt. Ltd.

205, 2nd Floor, Regent Plaza Mall, Baner Pashan Link Road, Baner, Pune-411045

Web: www.sileadership.com **Email:** yes@sileadership.com **Contact:** 020 - 29910979



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

EMPLOYMENT AGREEMENT

Employee Name- Gavin Humbert Pereira
Employee Address:
Florencio Joao Vicente Pereira H no 435,
Near Sanjay engineering Shantinagar Vasco -Da,
Gama S.O South Goa 403802

Emp Agmt ID: OL/IND/2022/03-TR 146
Date – November 3, 2022

Appointment as Software Engineer- I with effect from 2nd November 2022

At the outset, we welcome you to **ZiMetrics Technologies Private Limited** (“the Company”) and we wish you an enriching tenure with us.

With reference to your Offer Letter dated 26 July 2022; we are pleased to appoint you as Software Engineer Grade- I in the Company with effect from 2nd November 2022, subject to the following terms and conditions. This Employment Agreement (“**Employment Agreement/ Agreement**”) supersedes and replaces all other communications made to you prior to the date of issue of this Agreement.

1. PLACE OF WORK

Your location of employment will be **Goa**. You may be transferred, assigned, or deputed to any of our subsidiaries, or our client offices, in India or outside India, depending on business requirements. These assignments will be agreed with you in advance and fall within the scope of work set out in this Agreement. In such case, all transfer facilities applicable as per the Company’ then existing policies will be made available to you. You may be required to travel as may be necessary in performance of your employment duties.

2. TITLE AND DUTIES

During your tenure you are expected to perform a role as may be deemed fit by the Company and business needs. The Company encourages its employees to sharpen and enhance their competencies by providing various roles.

3. REMUNERATION AND TAXES

- (a) Your total emoluments are – Fixed 3.6 LPA as described in **Annexure ‘A’** appended to this Agreement.
- (b) Your Salary will be subject to standard statutory deductions and will be payable monthly in accordance with The Company customary payroll practices.
- (c) In case of change in any existing laws or introduction of new law which requires any payment to be made, the Company reserves a right to adjust the salary components stated in Annexure A Salary break-up to ensure full compliance with such statutory payment obligations.
- (d) The Company reserves a right to provide you with variables, bonuses, and any Company discretionary benefits. These benefits will be applicable to those employees who have not resigned from the employment services and are not serving a notice period at the time of disbursements of such benefits.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

4. ANNUAL PERFORMANCE APPRAISAL:

Your growth in the Company and increments in the salary shall solely depend on your performance and Company's performance. The increments and salary revision will be driven as per the Performance Management Policy of the Company.

5. TERMINATION & RESIGNATION

A. **Termination-** The Company reserves a right to terminate your employment services With or without cause by giving you one (1) months' salary in lieu of notice period.

Without notice in the following cases:

- a. breach of confidentiality and IP related obligations
- b. violation of laws
- c. are guilty of serious misconduct
- d. are convicted of any crime involving moral turpitude
- e. are in material breach any of the Company policies; or
- f. cause damage to the Company's tangible property
- g. sexual Harassment
- h. if you remain absent or on unauthorised leave without notice in writing or without sufficient reasons for ten (10) days or more.

B. **Resignation:** If you wish to voluntary resign from the services of the Company, you will be required to give three (3) months advance written notice.

Upon termination / resignation, you will return to The Company all hardware including but not limited to laptops, computer device machines, books, documents, papers, materials, and other property relating to the business of the Company which may then be in your possession or under your power or control. Sections 8, 9, 10 and 14 shall survive any termination or cessation of this Agreement.

6. SUSPENSION OF YOUR SERVICES

The Company may in its sole discretion suspend you from your employment, on full salary, during any period in which The Company is carrying out an investigation into any of your negligent acts, misconduct and/ or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments. The terms and conditions of this Agreement shall remain in full force and effect during the suspension period. Depending on the result of the investigation, such suspension may result in termination of your services which shall be subject to the effect of termination provisions hereunder or reinstatement of your employment.

7. EXCLUSIVITY

You hereby agree that during the term of this Agreement, you shall provide full time services to the Company and shall not provide any, consultancy or advisory, whether paid or unpaid, fulltime, or part time to any third party without the express written consent of the Company.

8. NON-COMPETE & NON-SOLICITATION

9.1 During the continuance of this Agreement and for a period of one (1) year immediately following your separation with Company You shall not directly or indirectly in any manner whatsoever:

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

- (i) induce hire, solicit, or entice or procure or encourage, any person who is a Company employee, independent contractor, or consultant to leave the Company's employment.
- (ii) Solicit, contract, interfere with, do business with or endeavor to entice away from the Company any of the Company's existing, prospective customers or any customer of the Company with whom You had contact during your employment term.

9.2 During the term of this Agreement You undertake not to directly or indirectly in any manner whatsoever serve as an advisor, agent, consultant, director, employee, officer, partner of any business in competition with the Company's business as conducted by the Company during your employment with the Company

9.3. You further declare that you do not have any non-compete obligations or other restrictive clauses with any of your previous employer.

9. PUBLICATION

You shall not use the name and or/ trademark/ logo of the ZIMetrics, its affiliates and subsidiaries in any manner which is detrimental to the interest, image, and goodwill of the Company.

You shall not at any time, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Any breach of this provision will entitle the Company to terminate this Agreement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) and to pursue any legal action against you, as applicable. Further, notwithstanding the stated above, you acknowledge that any post, comment, opinion etc. published by You on any matter in any forum, including social media, shall state that it is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

10. INVENTION ASSIGNMENT AND CONFIDENTIALITY

The matters pertaining to the terms and conditions of your employment including your remuneration are strictly confidential between you and The Company. You agree to abide by the confidentiality obligations provided under **Annexure "B"** ("Confidentiality"), to protect the rights of The Company while dealing with confidential information, documents, etc. You also agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") attached herewith as **Annexure "C"**, in favor of The Company. The said Annexures form integral part of this Employment Agreement.

11. RETIREMENT

You will retire from the services of The Company on attaining the age of **58 years**. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the time of joining The Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

12. OTHER CONDITIONS

- i. Your continued employment with the Company under this Agreement is conditional upon satisfactory completion of your background checks, pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. If it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if You have suppressed any material information regarding your qualifications and experience, the Company may terminate your employment with immediate effect and with no liability to make any further payment to you, without prejudice to recovery of any other monetary compensation legally recoverable from you by the Company for any damages.
- ii. You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease, and you are not addicted to drugs or any other substance abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to You from time to time.
- iii. You will always maintain your ability to be employable and in event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- iv. You acknowledge and provide your consent to collect and use your personal information including Sensitive Personal Data to the Company and to share your sensitive personal data or any information about you and/or your dependents (wherever applicable) provided to the Company for any background verification compliance, operational and administrative, investigative and audit purposes as the case may be.
- v. During your employment with the Company, You explicitly agree to abide to and be governed by all the current policies and procedures adopted by the Company from time to time. The Company may at its sole discretion reserves a right to revise these policies and procedures



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

13. GOVERNING LAW

This Agreement shall be governed by the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

To confirm your acceptance of this Employment Agreement and please sign in the space specified below.

We are delighted to have you as part of our team, and we wish you a rewarding career over the years to come.

For **ZiMetrics Technologies Private Limited**

Swati Patil

Swati Patil – Head HR

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions along with the Annexures and agree to abide by the same.

Signature: *Gavin Pereira*
Gavin Pereira (Nov 7, 2022 14:52 GMT+5.5)

Name (in Capitals): **GAVIN HUMBERT PEREIRA**

Place: **Panjim**

Date: **Nov 7, 2022**

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure – A

Salary Break -Up/ Emolument Details

Please note, the breakup is a projection and is based on current and applicable laws and Company policies. This breakup is subject to change inline to government regulations or Company policies as may be applicable, from time to time.

A			
Component of Salary			
	#	Salary Components	Amount (INR, Per Annum)
	1	Basic Salary	99,180
	2	HRA	99,180
	3	LTA	24,000
	4	Education Allowance	2,400
	5	Special Allowance	1,01,069
		Gross Salary	3,25,829
B			
Benefits			
	#	Benefit	Amount (INR, Per Annum)
	1	EPF Employer Contribution	23,400
	2	Group Health Insurance (*Approximate & Varies year on year)	6,000
	3	Gratuity	4,771
		Total Benefits	34,171
C		CTC (Gross Salary (A) + Benefits (B))	3,60,000

For ZiMetrics Technologies Private Limited

Swati Patil

Swati Patil – Head HR

Jyoti Verma

Jyoti Verma - Head Compliance & Audit

Annexure - B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Obligations Agreement is executed by and between **ZiMetrics Technologies Private Limited**, (the "Company") and Gavin Humbert Pereira (**Employee Name**), pursuant to the Employment Agreement dated November 3, 2022.

The Company's objective hereunder is to protect the Confidential Information (defined below) disclosed to the Employee by The Company or any of its affiliate or group companies, while allowing the Employee access to The Company information during the tenure of the Employee's employment with The Company. For the purposes of this Annexure, "Company" shall be deemed to include all affiliate and group companies of The Company.

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows:

1. COMPANY'S CONFIDENTIAL INFORMATION- In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

(c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business; and

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

(f) any confidential or proprietary information received by Company or which it may receive in future from third parties subject to a duty on The Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

- 2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION-** During the term of this Agreement and thereafter the Employee shall keep Company's Confidential Information, whether prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company or to any third party without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than The Company.

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than Company.

- 3. CONFIDENTIAL INFORMATION OF OTHERS-** Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret or confidential information of others/third parties.

- 4. RETURN OF MATERIALS** - When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

- 5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT-** Employee's obligation to maintain the confidentiality and security of Confidential Information shall survive even after Employee's employment with the Company ends.

6. GENERAL PROVISIONS

(a) **Relationships:** Nothing contained in this Annexure B shall be deemed to make Employee a partner or joint venture of the Company for any purpose.

(b) **Severability:** If a court finds any provision of this Annexure B invalid or unenforceable, the remainder of this Annexure shall be interpreted so as best to effect the intent of the Company and Employee.

(c) **Integration:** This Annexure expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

understandings. This Annexure B may not be amended except in a writing signed by both Company and Employee.

(d) **Waiver:** The failure to exercise any right provided in this Annexure B shall not be a waiver of prior or subsequent rights.

(e) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Annexure B may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) **Indemnity:** Employee agrees to indemnify Company against all direct and indirect losses, damages, claims, or costs and expenses incurred or suffered by Company or any third party as a result of Employee's breach of this Annexure B.

(g) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Annexure B, the Company shall have the right to collect from the Employee reasonable attorney fees and costs and necessary expenditures.

(h) **Governing Law:** This Annexure shall be governed in accordance with the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions and shall always abide by the same.

Signature: Gavin Pereira
Gavin Pereira (Nov 7, 2022 14:52 GMT+5.5)

Name (in Capitals): GAVIN HUMBERT PEREIRA

Place: Panjim

Date: Nov 7, 2022

Annexure – C

PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Proprietary Information and Assignment Agreement (“Agreement”) is executed by and between **ZiMetrics Technologies Private Limited**, (the “Company”), Gavin Humbert Pereira (**Employee name**), pursuant to the Employment Agreement dated November 3, 2022.

WHEREAS:

The Employee is in employment with the Company and Employee acknowledges that he/ she has had in the past/ will/may have access to sensitive and Proprietary Information belonging to the Company and/ or to any of its affiliate companies (“Affiliates”) and in order to protect the business interest of the Company and its Affiliates (hereinafter, individually or collectively referred to as, “ZIMETRICS”), the Employee agrees to the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. **Proprietary Information.** The Employee understands that his/ her work as an Employee of the Company, will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "Proprietary Information"), which form the very basis of the Company business and existence. the Company has, therefore, a very direct interest in protecting its valuable Proprietary Information. The Employee agrees to keep all Proprietary Information in trust for the benefit of the Company. The Employee shall never use any Proprietary Information, except as required by his/ her duties to the Company. Employee understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside the Company. Even within the Company, the Employee shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information, on a need-to-know basis.

“**Proprietary Information**” means information, ideas, and materials of or about the Company, Employees, customers of the Company or others with whom THE COMPANY conducts business. Proprietary Information that is not generally known to the software or recruiting industries or the public is confidential, and the Employee agrees to always exercise diligence to maintain the confidentiality of all Proprietary Information and not disclose Proprietary Information. The Employee understands that his/ her obligation to keep Proprietary Information strictly confidential shall survive the termination of his/ her employment and/or this Agreement. Proprietary Information also includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Employees, and salaries, product development plans; business and financial plans and forecasts, student information, client company information, and marketing and sales plans and forecasts.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

2. **Inventions & Assignment.** The Employee shall promptly and fully disclose to the Company all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property (collectively, "Inventions"), relating to any activities of the Company of which the Employee is aware or become aware, conceived or developed by him/ her alone or with others, during (i) the term of his/ her employment, whether or not conceived during regular business hours, or (ii) within one (1) year after termination of his/ her employment if based on Proprietary Information.

Such Inventions shall be the sole property of the Company. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by the Employee for the Company under relevant provisions of Copyright Law. To the extent the Inventions may not be considered a 'Work Made For Hire', the Employee hereby irrevocably assign to THE COMPANY. at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Employee may have in such Inventions. The Employee will (whether during or after his/ her employment) execute such written instruments and do other such acts as may be necessary in the opinion of the Company to obtain a patent, register a copyright, or otherwise protect or enforce the Company rights in such Inventions. The Employee hereby irrevocably appoints the Company and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Employee will allow the Company to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment to determine if they are based on Proprietary Information.

This assignment obligation does not apply to Inventions which are conceived or developed entirely on his/ her own time and for which the Employee does not use any equipment, supplies, facilities, or Proprietary Information of THE COMPANY or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of the Company or the Company customer; and (b) do not result from any work performed by Employee (alone or with others) for the Company.

3. **Return of Proprietary Information.** On termination of employment with the Company , or at any time it so requests, the Employee will deliver immediately to the Company all property belonging to the Company and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorialization's of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment including any copies, in his/ her possession, whether prepared by him/ her or others.

4. **Former Employers'/ Third Party's Information.** The Employee agrees that he/ she will not, during his/ her employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he/ she will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Employee has such information or materials, he/ she acknowledge notice that the Company does not want him/ her to disclose such information or materials to the Company, nor does the Company want him/ her to use such information or materials in any work that the Employee may perform for the Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

5. **Assistance Upon Termination.** The Employee shall upon leaving employment with the Company, assist the Company in patenting any inventions even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by the Company) and for this purpose keep The Company informed of his/ her addresses in the succeeding five years after leaving employment.

6. **Reserved Rights; License.** The Employee has listed on the attached **Annexure "C-1"** a detailed description of all of independent inventions developed or conceived by him/ her, patented or unpatented and, to the extent that he/ she possess proprietary rights therein, the Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, the Employee represents that there are no such items to be excluded. In the event that the Employee incorporates, uses, or otherwise employs ("Use") any Inventions in which the Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for the Company, he/ she hereby grants to the Company a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights.

7. **Conflicting Agreement.** The Employee represents that there are no other contracts to assign Inventions now in existence between the Employee and any other corporation or other third party unless he/ she has so indicated on **Annexure "C-1"** and unless a copy of any such contract is provided to the Company.

8. **The Company Policies.** The Employee agrees to comply with the policies and procedures of the Company. The Company, in their respective Employee manuals, code of conduct and bulletins, and other communications which may all be modified from time to time at the sole discretion of the Company. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.

9. **Choice of Law; Jurisdiction; Remedies.** This Agreement shall be governed by and construed in accordance with the laws of India, and the Employee voluntarily submits himself/ herself to the jurisdiction of the courts of Pune. The Employee acknowledges that breach of this Agreement would cause irreparable damage to the Company the monetary value of which, he/ she acknowledges, shall be extremely difficult to be ascertained. Therefore, the Employee agrees that, in addition to other remedies, the Company is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.

10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.

11. **Successors.** This Agreement inures to the benefit of successors and assigns of the Company and is binding on his/ her heirs and legal representatives.

12. **Survival.** This Agreement survives termination of his/ her employment with the Company.



ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

13. **General.** This Agreement shall not be modified except in writing and signed by him/ her, an authorized representative of the Company.

14. **Counsel.** The Employee understands that he/ she may have independent legal counsel review this Agreement, at his/ her own expense, on his/ her behalf prior to execution.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT TO BE EFFECTIVE ON THE LAST DATE OF SIGNATURE SET FORTH BELOW.

I have carefully read, understood, and hereby accepts the above-mentioned terms and conditions.

Signature: Garvin Pereira
Gavin Pereira (Nov 7, 2022 14:52 GMT+5.5)

Name (in Capitals): GAVIN HUMBERT PEREIRA

Place: Panjim

Date: Nov 7, 2022

Annexure C-1: Description of all of independent inventions and Conflicting Agreements











Gavin Pereira- Employment Agreement

Final Audit Report

2022-11-07

Created:	2022-11-03
By:	Head HR (swatip@zimetrix.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALcgp2dgGH0Fyn76xti0pZ0kKDA--oKR

"Gavin Pereira- Employment Agreement" History

-  Document created by Head HR (swatip@zimetrix.com)
2022-11-03 - 9:37:19 AM GMT
-  Document e-signed by Head HR (swatip@zimetrix.com)
Signature Date: 2022-11-03 - 9:47:25 AM GMT - Time Source: server
-  Document emailed to Jyoti Verma (jyotiv@zimetrix.com) for signature
2022-11-03 - 9:47:26 AM GMT
-  Email viewed by Jyoti Verma (jyotiv@zimetrix.com)
2022-11-03 - 10:41:43 AM GMT
-  Document e-signed by Jyoti Verma (jyotiv@zimetrix.com)
Signature Date: 2022-11-03 - 10:42:00 AM GMT - Time Source: server
-  Document emailed to gavinp@zimetrix.com for signature
2022-11-03 - 10:42:01 AM GMT
-  Email viewed by gavinp@zimetrix.com
2022-11-03 - 10:46:47 AM GMT
-  Signer gavinp@zimetrix.com entered name at signing as Gavin Pereira
2022-11-07 - 9:22:22 AM GMT
-  Document e-signed by Gavin Pereira (gavinp@zimetrix.com)
Signature Date: 2022-11-07 - 9:22:24 AM GMT - Time Source: server
-  Agreement completed.
2022-11-07 - 9:22:24 AM GMT

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Date- 26-July 2022

Offer ID: OL/IND/2021-TR 142

Saiprasad Naik

Address: S/O Keshav Laxman Naik , H.No 272 Madel Pequeno, Margao, South Goa, 403601

Subject: Letter of Offer

Dear Saiprasad

We are delighted to extend you the offer to join ZiMetrics Technologies Private Limited (“**ZiMetrics/ Company**”) on the following terms.

Training period:

- **Designation:** Trainee Software Engineer
- **Grade:** TSE- I
- **Date of joining:** 2nd Aug-2022
- **Duration:** 3 Months from date of joining.
- **CTC:** Two lakhs fifty thousand per annum (2.5 LPA)
- **Notice period:** 3 Months
- **Base Location:** Currently your location of employment will be Goa, India. You may be required to relocate to any of our regional development centers depending on business requirements.

- **Please Note:** This offer stands true, subject to your successful completion of your graduation/ post-graduation.

- Upon successful completion of the Training Period your employment will be deemed confirmed unless otherwise communicated to you in writing with following key notables:
 - **CTC:** Three lakhs sixty thousand per annum (3.6 LPA)
 - **Designation:** Software Engineer
 - **Grade:** SE-I

Kindly execute this offer letter after reading the offer terms and of the enclosed Employment Agreement along with its Annexures as your acceptance of this offer.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

We look forward to having you in the team and wish you great success at ZiMetrics.

Sincerely,

For ZiMetrics Technologies Pvt Ltd

Swati Patil

Swati Patil

Head HR

(*Signature & email)

Enclosure: Employment Agreement + Annexures

I have read, understood, this Letter of Offer and the terms and conditions of the Employment Agreement and Annexures enclosed along with it and hereby accept the same.

Name (In Capitals) SAIPRASAD KESHAV NAIK

Signature: 
SAIPRASAD KESHAV NAIK (Jul 26, 2022 15:42 GMT+5.5)

Place: MARGAO, GOA

Date: Jul 26, 2022

ZIMETRIX TECHNOLOGIES PRIVATE LIMITED

EMPLOYMENT TERMS & CONDITIONS

1. PLACE OF WORK

Your location of employment will be Goa. You may be transferred, assigned, or deputed to any of our subsidiaries, or our client offices, in India or outside India, depending on business requirements. These assignments will be agreed with you in advance and fall within the scope of work set out in this Agreement. In such case, all transfer facilities applicable as per the Company's then existing policies will be made available to you. You may be required to travel as may be necessary in performance of your employment duties.

2. TITLE AND DUTIES

During your tenure you are expected to perform a role as may be deemed fit by the Company and business needs. The Company encourages its employees to sharpen and enhance their competencies by providing various roles.

3. MANDATORY EMPLOYMENT TENURE:

Upon joining, you will continue to be employed with the Company for a minimum period of eighteen (18) months. If your Employment Agreement is terminated by the Company for cause prior to completion of the said eighteen (18) months, any special expenses incurred by the Company such as training costs, etc will be recovered from you.

4. TERMINATION & RESIGNATION

A. **Termination**- The Company reserves a right to terminate your employment services With or without cause by giving you one (1) months' salary in lieu of notice period.

Without notice in the following cases:

- a. breach of confidentiality and IP related obligations
- b. violation of laws
- c. are guilty of serious misconduct
- d. are convicted of any crime involving moral turpitude
- e. are in material breach any of the Company policies; or
- f. cause damage to the Company's tangible property
- g. sexual Harassment
- h. if you remain absent or on unauthorized leave without notice in writing or without sufficient reasons for ten (10) days or more.

B. **Resignation**: If you wish to voluntarily resign from the services of the Company, you will be required to give three (3) months advance written notice.

Upon termination / resignation, you will return to The Company all hardware including but not limited to laptops, computer device machines, books, documents, papers, materials, and other property relating to the business of the Company which may then be in your

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

possession or under your power or control. Sections 8, 9, 10 and 14 shall survive any termination or cessation of this Agreement.

5. SUSPENSION OF YOUR SERVICES

The Company may in its sole discretion suspend you from your employment, on full salary, during any period in which The Company is carrying out an investigation into any of your negligent acts, misconduct and/ or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments. The terms and conditions of this Agreement shall remain in full force and effect during the suspension period. Depending on the result of the investigation, such suspension may result in termination of your services which shall be subject to the effect of termination provisions hereunder or reinstatement of your employment.

6. EXCLUSIVITY

You hereby agree that during the term of this Agreement, you shall provide full time services to the Company and shall not provide any, consultancy or advisory, whether paid or unpaid, fulltime, or part time to any third party without the express written consent of the Company.

7. NON-COMPETE & NON-SOLICITATION

9.1 During the continuance of this Agreement and for a period of one (1) year immediately following your separation with Company You shall not directly or indirectly in any manner whatsoever:

- (i) induce hire, solicit, or entice or procure or encourage, any person who is a Company employee, independent contractor, or consultant to leave the Company's employment.
- (ii) Solicit, contract, interfere with, do business with or endeavor to entice away from the Company any of the Company's existing, prospective customers or any customer of the Company with whom You had contact during your employment term.

9.2 During the term of this Agreement You undertake not to directly or indirectly in any manner whatsoever serve as an advisor, agent, consultant, director, employee, officer, partner of any business in competition with the Company's business as conducted by the Company during your employment with the Company

9.3. You further declare that you do not have any non-compete obligations or other restrictive clauses with any of your previous employer.

8. PUBLICATION

You shall not use the name and or/ trademark/ logo of the ZiMetrics, its affiliates and subsidiaries in any manner which is detrimental to the interest, image, and goodwill of the Company.

You shall not at any time, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Any breach of this provision will entitle the Company to terminate this Agreement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) and to pursue any legal action

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

against you, as applicable. Further, notwithstanding the stated above, you acknowledge that any post, comment, opinion etc. published by You on any matter in any forum, including social media, shall state that it is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

9. INVENTION ASSIGNMENT AND CONFIDENTIALITY

The matters pertaining to the terms and conditions of your employment including your remuneration are strictly confidential between you and The Company. You agree to abide by the confidentiality obligations provided under **Annexure "A"** ("Confidentiality"), to protect the rights of The Company while dealing with confidential information, documents, etc. You also agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") attached herewith as **Annexure "B"**, in favor of The Company. The said Annexures form integral part of this Employment Agreement.

10. OTHER CONDITIONS

- i. Your continued employment with the Company under this Agreement is conditional upon satisfactory completion of your background checks, pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. If it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if You have suppressed any material information regarding your qualifications and experience, the Company may terminate your employment with immediate effect and with no liability to make any further payment to you, without prejudice to recovery of any other monetary compensation legally recoverable from you by the Company for any damages.
- ii. You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease, and you are not addicted to drugs or any other substance abuse. During the term of your employment

with the Company, you are required to be medically fit to perform the duties assigned to You from time to time.

- iii. You will always maintain your ability to be employable and in event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- iv. You acknowledge and provide your consent to collect and use your personal information including Sensitive Personal Data to the Company and to share your sensitive personal data or any information about you and/or your dependents (wherever applicable) provided to the Company for any background verification compliance, operational and administrative, investigative and audit purposes as the case may be.
- v. During your employment with the Company, You explicitly agree to abide to and be governed by all the current policies and procedures adopted by the Company from time to time. The Company may at its sole discretion reserves a right to revise these policies and procedures

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

11. GOVERNING LAW

This Agreement shall be governed by the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

To confirm your acceptance of this Employment Agreement and please sign in the space specified below.

We are delighted to have you as part of our team, and we wish you a rewarding career over the years to come.

For **ZiMetrics Technologies Private Limited**

Swati Patil

Swati Patil
Head HR
(*Signature & email)

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions along with the Annexures and agree to abide by the same.

Signature: 
SAIPRASAD KESHAV NAIK (Jul 26, 2022 15:42 GMT+5.5)

Name (in Capitals): SAIPRASAD KESHAV NAIK

Place: MARGAO, GOA

Date: Jul 26, 2022

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure - A

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Obligations Agreement is executed by and between **ZiMetrics Technologies Private Limited**, (the "Company") and Saiprasad Naik (**Employee Name**), pursuant to the offer letter dated 26th -July 2022

The Company's objective hereunder is to protect the Confidential Information (defined below) disclosed to the Employee by The Company or any of its affiliate or group companies, while allowing the Employee access to The Company information during the tenure of the Employee's employment with The Company. For the purposes of this Annexure, "Company" shall be deemed to include all affiliate and group companies of The Company.

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows:

1. COMPANY'S CONFIDENTIAL INFORMATION- In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;
- (d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business; and
- (f) any confidential or proprietary information received by Company or which it may receive in future from third parties subject to a duty on The Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION- During the term of this Agreement and thereafter the Employee shall keep Company's Confidential Information, whether prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company or to any third party without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than The Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than Company.

- 3. CONFIDENTIAL INFORMATION OF OTHERS-** Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret or confidential information of others/third parties.
- 4. RETURN OF MATERIALS** - When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.
- 5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT-** Employee's obligation to maintain the confidentiality and security of Confidential Information shall survive even after Employee's employment with the Company ends.

6. GENERAL PROVISIONS

- (a) **Relationships:** Nothing contained in this Annexure B shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
- (b) **Severability:** If a court finds any provision of this Annexure B invalid or unenforceable, the remainder of this Annexure shall be interpreted so as best to effect the intent of the Company and Employee.
- (c) **Integration:** This Annexure expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Annexure B may not be amended except in a writing signed by both Company and Employee.
- (d) **Waiver:** The failure to exercise any right provided in this Annexure B shall not be a waiver of prior or subsequent rights.
- (e) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Annexure B may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.
- (f) **Indemnity:** Employee agrees to indemnify Company against all direct and indirect losses, damages, claims, or costs and expenses incurred or suffered by Company or any third party as a result of Employee's breach of this Annexure B.

ZIMETRIX TECHNOLOGIES PRIVATE LIMITED

(g) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Annexure B, the Company shall have the right to collect from the Employee reasonable attorney fees and costs and necessary expenditures.

(h) **Governing Law:** This Annexure shall be governed in accordance with the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure – B

PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Proprietary Information and Assignment Agreement (“Agreement”) is executed by and between **ZiMetrics Technologies Private Limited**, (the “Company”), Saiprasad Naik **(Employee name)**, pursuant to the offer letter dated 26th -July 2022.

WHEREAS:

The Employee is in employment with the Company and Employee acknowledges that he/ she has had in the past/ will/may have access to sensitive and Proprietary Information belonging to the Company and/ or to any of its affiliate companies (“Affiliates”) and in order to protect the business interest of the Company and its Affiliates (hereinafter, individually or collectively referred to as, “ZIMETRICS”), the Employee agrees to the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. **Proprietary Information.** The Employee understands that his/ her work as an Employee of the Company, will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "Proprietary Information"), which form the very basis of the Company business and existence. the Company has, therefore, a very direct interest in protecting its valuable Proprietary Information. The Employee agrees to keep all Proprietary Information in trust for the benefit of the Company. The Employee shall never use any Proprietary Information, except as required by his/ her duties to the Company. Employee understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside the Company. Even within the Company, the Employee shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information, on a need-to-know basis.

“**Proprietary Information**” means information, ideas, and materials of or about the Company, Employees, customers of the Company or others with whom THE COMPANY conducts business. Proprietary Information that is not generally known to the software or recruiting industries or the public is confidential, and the Employee agrees to always exercise diligence to maintain the confidentiality of all Proprietary Information and not disclose Proprietary Information. The Employee understands that his/ her obligation to keep Proprietary Information strictly confidential shall survive the termination of his/ her employment and/or this Agreement. Proprietary Information also includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Employees, and salaries, product development plans; business and financial plans and forecasts, student information, client company information, and marketing and sales plans and forecasts.

2. **Inventions & Assignment.** The Employee shall promptly and fully disclose to the Company all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

protection afforded to intellectual property (collectively, "inventions"), relating to any activities of the Company of which the Employee is aware or become aware, conceived or developed by him/ her alone or with others, during (i) the term of his/ her employment, whether or not conceived during regular business hours, or (ii) within one (1) year after termination of his/ her employment if based on Proprietary Information.

Such Inventions shall be the sole property of the Company. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by the Employee for the Company under relevant provisions of Copyright Law. To the extent the Inventions may not be considered a 'Work Made For Hire', the Employee hereby irrevocably assign to THE COMPANY. at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Employee may have in such Inventions. The Employee will (whether during or after his/ her employment) execute such written instruments and do other such acts as may be necessary in the opinion of the Company to obtain a patent, register a copyright, or otherwise protect or enforce the Company rights in such Inventions. The Employee hereby irrevocably appoints the Company and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Employee will allow the Company to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment to determine if they are based on Proprietary Information.

This assignment obligation does not apply to Inventions which are conceived or developed entirely on his/ her own time and for which the Employee does not use any equipment, supplies, facilities, or Proprietary Information of THE COMPANY or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of the Company or the Company customer; and (b) do not result from any work performed by Employee (alone or with others) for the Company.

3. **Return of Proprietary Information.** On termination of employment with the Company , or at any time it so requests, the Employee will deliver immediately to the Company all property belonging to the Company and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorialization's of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment including any copies, in his/ her possession, whether prepared by him/ her or others.

4. **Former Employers'/ Third Party's Information.** The Employee agrees that he/ she will not, during his/ her employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and thathe/ she will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Employee has such information or materials, he/ she acknowledge notice that the Company does not want him/ her to disclose such information or materials to the Company, nor does the Company want him/ her to use such information or materials in any work that the Employee may perform for the Company.

5. **Assistance Upon Termination.** The Employee shall upon leaving employment with the Company, assist the Company in patenting any inventions even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by the Company) and for this

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

purpose keep The Company informed of his/ her addresses in the succeeding five years after leaving employment.

6. **Reserved Rights; License.** The Employee has listed on the attached **Annexure "B-1"** a detailed description of all of independent inventions developed or conceived by him/ her, patented or unpatented and, to the extent that he/ she possess proprietary rights therein, the Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, the Employee represents that there are no such items to be excluded. In the event that the Employee incorporates, uses, or otherwise employs ("Use") any Inventions in which the Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for the Company, he/ she hereby grants to the Company a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights.
7. **Conflicting Agreement.** The Employee represents that there are no other contracts to assign Inventions now in existence between the Employee and any other corporation or other third party unless he/ she has so indicated and a copy of any such contract is provided to the Company.
8. **The Company Policies.** The Employee agrees to comply with the policies and procedures of the Company. The Company, in their respective Employee manuals, code of conduct and bulletins, and other communications which may all be modified from time to time at the sole discretion of the Company. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.
9. **Choice of Law; Jurisdiction; Remedies.** This Agreement shall be governed by and construed in accordance with the laws of India, and the Employee voluntarily submits himself/ herself to the jurisdiction of the courts of Pune. The Employee acknowledges that breach of this Agreement would cause irreparable damage to the Company the monetary value of which, he/ she acknowledges, shall be extremely difficult to be ascertained. Therefore, the Employee agrees that, in addition to other remedies, the Company is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.
10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.
11. **Successors.** This Agreement inures to the benefit of successors and assigns of the Company and is binding on his/ her heirs and legal representatives.
12. **Survival.** This Agreement survives termination of his/ her employment with the Company.
13. **General.** This Agreement shall not be modified except in writing and signed by him/ her, an authorized representative of the Company.
14. **Counsel.** The Employee understands that he/ she may have independent legal counsel review this Agreement, at his/ her own expense, on his/ her behalf prior to execution.









Saiprasad Naik- letter of offer

Final Audit Report

2022-07-26

Created:	2022-07-26
By:	Maseera Shaikh (maseeras@zimetrix.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9xJhOx-kTgb89EhZ6utHdZs6ZXbAcHw_

"Saiprasad Naik- letter of offer" History

-  Document created by Maseera Shaikh (maseeras@zimetrix.com)
2022-07-26 - 6:18:57 AM GMT- IP address: 106.220.203.14
-  Document emailed to Head HR (swatip@zimetrix.com) for signature
2022-07-26 - 6:20:16 AM GMT
-  Email viewed by Head HR (swatip@zimetrix.com)
2022-07-26 - 8:44:45 AM GMT- IP address: 171.50.235.137
-  Document e-signed by Head HR (swatip@zimetrix.com)
Signature Date: 2022-07-26 - 8:45:29 AM GMT - Time Source: server- IP address: 171.50.235.137
-  Document emailed to SAIPRASAD KESHAV NAIK (sai003@chowgules.ac.in) for signature
2022-07-26 - 8:45:30 AM GMT
-  Email viewed by SAIPRASAD KESHAV NAIK (sai003@chowgules.ac.in)
2022-07-26 - 9:17:49 AM GMT- IP address: 103.167.128.110
-  Document e-signed by SAIPRASAD KESHAV NAIK (sai003@chowgules.ac.in)
Signature Date: 2022-07-26 - 10:12:03 AM GMT - Time Source: server- IP address: 103.167.128.110
-  Agreement completed.
2022-07-26 - 10:12:03 AM GMT

August 17, 2022

Iranna Hangnalli

F-A/5, Opp. St. Joaquim Chapel,
Borda, Margao, Goa. 403602

Dear Iranna,

Further to our discussions with you on August 17, 2022, we are pleased to inform you that you are hereby appointed as Trainee Engineer with Creative Capsule Infotech India Private Limited ("**Company**"), as per the terms and conditions discussed and agreed upon pursuant to the terms and conditions set out in this Offer Letter and Employment Agreement ("**Agreement**").

1. Position

1.1 You will be engaged by the Company in the position of Trainee Engineer reporting or to such other position as Company management may determine from time to time. Your designation/title is subject to change depending upon the assignment given to you by the Company or promotion or other contingencies like reorganization/restructuring of the company etc. from time to time.

2. Effective Date

2.1 Subject to satisfactory completion of the pre-hiring procedure conducted by the Company, your engagement to the post of Trainee Engineer shall be deemed to be effective from September 12, 2022, or such other date as may be notified to you in writing.

3. Hiring Conditions

- 3.1 Your engagement with the Company shall be subject to satisfactory completion of the Company's pre-hire procedures, which include, in part:
- i. Background verification check and past employment references to the satisfaction of the Company.
 - ii. Verification of professional/higher education qualifications to the satisfaction of the Company.
 - iii. Additional checks such as a driving record or credit report may be conducted in specific job categories, if required.
 - iv. You are physically and mentally fit for employment.

- v. Your ability to meet all legal and regulatory requirements for continued work and residence in India.

3.2 You are requested to furnish following documents at the time of joining:

- i. A self-attested copy of educational qualification certificate along with all original certificates as determined by the Company,
- ii. Experience certificate, if required
- iii. Birth Certificate,
- iv. 3 passport size photographs
- v. Certificate of fitness for a certified medical officer or a certified medical officer as approved by the Company,
- vi. Salary slip from last employer; if required
- vii. Relieving letter and no dues certificate from the previous employer, if required
- viii. Copy of the PAN Card,
- ix. Copy of Aadhar Card,
- x. Form 16 from last employer, if required
- xi. Proof of EPF Membership (if any)
- xii. Copy of ESI Card (if any), and
- xiii. Such other documents as may be required by the Company.

3.3 Your employment with the Company shall be on the express representation regarding the accuracy of the statement and documents furnished throughout the hiring process and employment.

4. Probation and Confirmation

4.1 You shall initially be on probation for a period of 6 months. During your probation, the Company shall provide you training for a period of 3 months at its own expenses, or such other period as may be considered appropriate by the Company.

4.2 Upon completion of your training with the Company, your title/designation shall change, however your employment with the Company may be confirmed after a performance review meeting upon completion of your probation and the same shall be intimated to you in writing by the Company. Pursuant to such performance review meeting, if the Company finds your performance as unsatisfactory then the Company at its sole discretion may not offer you employment with the Company.

5. Place of Work

CONFIDENTIAL

- 5.1 You shall be posted at the Company's office situated at Verna Industrial Estate, Verna, Goa. However, during the term of your training/employment with the Company, you may be transferred to any other location/site/office/department of the Company whether located at the same place or elsewhere and whether in existence at the time of joining the Company or not. The Company reserves its right to relocate, transfer, assign or depute you to such other locations, group companies, associate, and subsidiary company as the Company may from time to time require. You may also be seconded to an affiliate company or subsidiary company or group company anywhere in India or outside India.

6. Hours of Work

- 6.1 You shall during the course of your training/employment, work during the normal business hours as may be fixed by the Company. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. Depending upon the exigencies of work, you may be required to devote additional hours as may be required for the proper performance of your duties. It is expressly agreed that no overtime will be paid with respect to any hours you may devote to the Company beyond the normal business hours, however, the same may be taken into consideration by the Company during annual performance assessment, promotion etc. It is also agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

7. Duties and Responsibilities

- 7.1 You shall perform such duties as may be notified to you by the Company and as may be expected to be performed by a person holding the post to which are appointed as trainee/employed and such additional duties as may be assigned to you from time to time.
- 7.2 Diligence: You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Company, you shall (a) use your best endeavour to defend and promote the business interests of company; (b) devote your full time, attention and efforts to serve company; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of Company or conflicts with your position.

7.3 **No Conflict:** You confirm that as of your Effective Date, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your engagement with company is on a full-time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Company, which consent may be granted at Company's sole discretion.

8. Remuneration and Allowances:

8.1 You shall be paid training allowance of Rs. 12,000 per month for the training period.

8.3 Upon successful completion of your training, as mentioned in Clause 4.2 hereinabove, you shall be paid a Gross Salary of INR 3,60,000 (Rupees Three Lakh Sixty Thousand only) per annum. The details of the salary breakdown are attached as Annexure A to this Agreement and will be subject to deduction of tax at source. All other taxes/duties, if any, shall be borne by you.

8.4 Your salary shall be paid in equal monthly instalments in arrears by no later than 5th day of every month. Payment shall be made by bank transfer only to such account designated by you. Although the Company will do its best to ensure that the salary is paid on time, it will not be responsible if it is paid later because of postal delays or bank transfer delays.

9. Increments and Promotion:

9.1 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 by the Company from time to time and shall not be considered as a right or privilege. Performance reviews shall be conducted at least once a year, which shall not necessarily lead to an increase in salary.

10. Tax Deducted at Source:

10.1 The Company may deduct tax at source on the salary payable to you as per provision of applicable laws. Accordingly, you may be required to submit all proof of permitted savings/investments and other details from time to time to enable the Company to comply with the provisions of applicable laws. In the event of non-compliance of the above conditions by you, if the Company is required to pay any interest or payment under applicable law, the Company shall have right to deduct the amount as may be paid or

payable, from your salary or other payments. You shall be liable for any income taxes and other personal taxes arising out of any payments received by you under this Agreement.

11. Benefits

- 11.1 You will be entitled to all the applicable statutory and service benefits such as leave and holidays, working hours including discipline etc. and shall be governed by rules/policies of the company existing or may come into existence from time to time, as and when applicable as per rules of the Company.

12. Leave Entitlement

- 12.1 You will be entitled to only public holidays and not any leaves during your training period.
- 12.2 Upon confirmation, you will be eligible for other types of leaves as per the Company leave policy during the Company's leave year which runs from 1st January to 31st December.

13. Intellectual Property

- 13.1 Intellectual Property and Employee Invention Assignment: All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Company and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by Company, during or after the term of your employment with the Company, you shall assign and transfer in favour of Company or, at the request of Company, in favour of any of its parents, subsidiaries, affiliates, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Company may require, to effectually vest in Company, any of its parents, subsidiaries, affiliates as Company may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

14. Termination

- 14.1 You shall not terminate your engagement/employment with the Company upto a period of one (1) year from the effective date in lieu of the training which you will receive during your training period at the expense of the Company. The Company shall be at liberty to terminate your engagement with the Company during your training period with immediate

effect, without assigning any reasons and without notice or cause. However, upon completion of your training with the Company, the Company shall be at liberty to terminate your engagement with the Company by giving one (1) month's notice in writing to you or payment of 1 months' salary (Basic and HR) in lieu of notice.

- 14.2 After the expiry of one (1) year from the effective date, either you or the Company may terminate your employment with the Company at any time by giving not less than two (2) months' notice in writing to the other party or payment of two (2) months' gross salary in lieu of notice. Company may immediately terminate your services without any compensation or notice thereof, in case of your misconduct, if you commit any criminal offense or indulge in activities which amount to moral turpitude or act against the interest of the Company or if you are in material breach of your responsibilities, Company's code of conduct, Company's policies and procedures, which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least five (5) days after receipt of notice from.
- 14.3 Upon completion of your training with the Company, in the event of your continuous absence for a period of three (3) working days or more, without formal request or permission from management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company. In the event termination is initiated by you, company may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period.
- 14.4 In the event you are absent from work/duty without permission of leave or you overstay your sanctioned leave, the Company may treat you as having voluntarily terminated the employment with the Company without notice.
- 14.5 If any declaration given, or information furnished by you or documents submitted by you, to the Company proves to be false or misleading or forged, or if you are found to have wilfully suppressed any material information, your employment with the Company shall be liable to be terminated without any notice.
- 14.6 The Company may terminate your employment in case you are found to be medically unfit by the Company's authorized medical practitioner or registered medical practitioner.

15. Consequences of termination

- 15.1 In the event you voluntarily terminate your engagement/employment with the Company before the expiry of one (1) year from the effective date, you shall be liable to pay towards

damages to the Company in lieu of the expenses incurred by the Company on your training and other assignments during your probation period, on or before the last working day of your engagement/employment with the Company, as per the attached Annexure II to this Agreement. You will be still liable to serve the 2 months' notice period under such circumstances.

- 15.2 Upon expiry of one (1) year from the effective date and in the event that notice of termination is given by either party, you may, at the Company's option, be required to cease to render all or some of your duties, and/or to remain away from the Company's premises and not work for anyone else, during all or part of the Notice Period. During any such period, you will remain bound by all of the express and implied obligations arising out of your employment with the Company, including the obligations of good faith.
- 15.3 Any balance of advance or loan taken by you from the Company, shall be fully recovered from your salary and any other legal dues including Gratuity, at the time of your leaving the services of the Company. In case, the balance of advance or loan taken by you from the Company still remains to be recoverable from you even after deducting the same from your salary and any other legal dues including Gratuity, then you shall have to make the payment of the balance of such advance or loan on or before the last working day of your employment with the Company.
- 15.4 On cessation of employment with the Company, you shall return all Confidential Information including but not limited to documents, gadgets/ electronic instruments, books, papers relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company in your possession.

16. Retirement Age

- 16.1** You will retire from the employment of the Company on completion of sixty (60) years of your age.

17. Dual Employment:

- 17.1 During the tenure of your services, you will wholly devote yourself to the work assigned to you and will not undertake any other employment either on full or part time basis whether with or without remuneration, without the prior permission of the Company in writing. Any

contravention of this condition will entail termination of your Employment with the Company.

- 17.2 During the period of your employment with the Company you shall not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.
- 17.3 As a full-time employee of the Company, you should avoid actual or apparent conflicts of interest, including without limitation, any personal interest outside the Company, which could be placed ahead of your obligations to the Company and their respective investors. You also agree to abide by all existing and future laws of India, laws of any other country which may be applicable in discharge of your duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

18. Disclose of Commission of Criminal Offence and Conviction

- 18.1 You shall inform the Management or Human Resources Department when charged with a criminal offence, and again if found guilty. Minor offences of a less serious type, such as breaking traffic rules, may not be reported. When in doubt, you are requested to report. There may be employment consequences if you are charged with or found guilty of an offence, or pleads guilty.

19. Confidentiality, Non-Disclosure and Non-Complete Agreement:

- 19.1 You agree to enter into a separate agreement governing the provisions of Confidentiality, Non-Disclosure and Non-Competition with the Company.

20. Personal Data Protection

- 20.1 In order to keep and maintain accurate records relating to your employment, it will be necessary for the Company to record, keep and process personal data relating to you. This data may be recorded, kept and processed on computer and/or in hard copy form. To the extent that it is reasonably necessary in connection with your employment and the performance of the Company's responsibility as your employer, it may be necessary for the Company to disclose this data to others. By entering into this Agreement, you consent to the recording, processing, use, disclosure and transfer, both within India and elsewhere, by the Company of personal data relating to you. This does not affect your rights to request

copies of the personal data of which you are the data subject and information about how that data is processed and the parties to whom any of the information may be disclosed.

21. Code of Conduct:

- 21.1 You acknowledge that the Company has or may from time to time adopt a staff handbook/HR Manual, restrictions, policies and procedures with respect to the conduct of its business and the financial and investment affairs of its officers, directors and employees, and you agree to be bound by and to adhere to all such handbooks, restrictions, policies and procedures. Without limiting the generality of the foregoing, you acknowledge that you have received a copy of the current versions of the Company's policies and undertake that during the term of this Agreement you shall comply with all such manuals as they may be amended from time to time.
- 21.2 Without prejudice to the above, you agree that you will during the course of your employment abide by all existing and future India laws applicable to the performance of your duties, all applicable rules and regulations set forth by regulatory agencies, exchanges and self-regulatory bodies and the Company's own internal rules and regulations, policies and practices.

22. Residential Address

- 22.1 You shall notify the Company at the time of joining employment, the details of your permanent address and present residential address along with proof of the same such as, copy of ration card, Aadhar card, rent/lease agreement executed on stamp paper and duly registered.
- 22.2 Any change in the present residential address shall be communicated in writing within three (3) days of such change and a copy of the document witnessing the new address shall be attached with such notice. In case of default in notifying the change in the residential address, your last known address shall be treated as your present residential address for sending any communication. Any communication sent by registered post to the address furnished by you shall be deemed to have been duly served.

23. Entire Agreement, Amendment and Assignment:

- 23.1 This Agreement and its annexures, exhibits if any, Services Rules, Policies and HR Manual of the Company and any employment agreement that may be executed and/or any other agreement between the Company and you governing the terms and conditions of your

employment shall constitute the entire understanding between you and the Company with respect to your employment with the Company and supersede all prior offers, agreements, statements or representations, written or oral between you and the Company. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder to the Employee shall be assignable or otherwise transferable.

24. Waiver:

24.1 The failure of either Party to require performance by the other of any provisions hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of such provision or as a waiver of the provisions itself. All remedies afforded in this Agreement shall be taken and construed as cumulative that is, in addition to every other remedy available at law or in equity.

25. Survivability:

25.1 If any provision(s) of this Agreement is/are declared invalid or unenforceable, such provisions shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provisions shall not affect any other provisions of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

26. Governing Law and Jurisdiction

26.1 The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the exclusive jurisdiction of the courts in Margao, Goa.

27. Miscellaneous

27.1 Parties hereto acknowledge and agree that they carefully read and fully understood the terms, provisions and legal effect of this Agreement, and they are signing it of their own free will, after having consulted independent legal counsel, with full knowledge of its significance, and solely in reliance on their own knowledge, belief and judgment and that of their legal counsel.

- 27.2 The absence of any marking or statement that particular information is confidential shall not affect its status as Confidential Information.
- 27.3 The existence of any dispute between the Parties shall not relieve the Employee of his obligations under this Agreement.
- 27.3 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand (including without limitation by express courier against written receipt) or sent by telex or facsimile (where subsequently confirmed by letter) or email or Speed Post or registered mail postage prepaid to the persons and addresses specified below (or to such other person or address as a Party may previously have notified the other Party). The names and addresses for the service of notices referred to in this Clause are:

To the Company:

Creative Capsule Infotech India Private Limited

Plot L-79, Phase II-D, Verna Industrial Estate, Verna, Goa 403722

Kind attn.:

Ms. Pragati Tilve

HR Director

To the Employee:

Yukta Pai

Address: _____

Tel.: _____

Email ID: _____

- 27.4 This Agreement shall be enforceable by the Company and the Company's successors and assigns.

Please confirm your acceptance to this Offer Letter and Employment Agreement by signing and returning the same to the Company on or before August 18, 2022. A photocopy of the same shall be furnished to you on your joining.

Congratulations on your selection to be a part of the Company. We look forward to a long and mutually beneficial association with you.

Sincerely,



Pragati Tilve
HR Director,
Creative Capsule Infotech India Pvt. Ltd.

Confirmation of Acceptance

I confirm that I have read, understood, and voluntarily agree to the terms of employment as set out in this Offer Letter and Employment Agreement.

Employee's Signature

DATE

Annexure - I

As per the provisions of clause 8.3, upon successful completion of your training, as mentioned in Clause 4.2 hereinabove, you shall be paid a Gross Salary of INR 3,60,000 (Rupees Three Lakh Sixty Thousand only) per annum. The details of the salary breakdown are attached as Annexure A to this Agreement and will be subject to deduction of tax at source. All other taxes/duties, if any, shall be borne by you.

Date: August 17, 2022

Name: Iranna Hangnalli

ALLOWANCES	MONTHLY AMOUNT	ANNUAL AMOUNT
Earned Basic	15,000	1,80,000
House Rent Allowance	6,000	72,000
Conveyance Allowance	1,600	19,200
Medical Reimbursement	1,250	15,000
Leave Travel Allowance	3,075	36,900
Telephone Allowance	1,845	22,140
Books & Periodicals	1,230	14,760
TOTAL GROSS (A)	30,000	3,60,000
DEDUCTIONS		
P.F	1,800	21,600
LWF	10	120
TOTAL DEDUCTIONS (B)	1,810	21,720
Net Salary (A) – (B)	28,190	338280
OTHER BENEFITS		
P.F Employer Contribution	1,800	21,600
LWF Employer Contribution	30	360
Medical Insurance Premium	458	5500
Gratuity	1250	14994
Statutory Bonus	1250	14994
TOTAL BENEFITS	4,787	57,448
COST TO COMPANY (A) + (C)	34,787	4,17,448

1. ***PF – Company Contribution:** The Company's share of contribution will be 12% of your basic salary or 12% of Rs.15,000 whichever is less.
2. **Gratuity:** Gratuity will be paid as per the payment of gratuity act.

3. ***Performance Linked Bonus:** The performance linked bonus will be based on employee and Company performance during the annual year. You will be eligible for a performance linked bonus based on the performance bonus guidelines. Payment of bonus is at Company's sole discretion.
4. **Statutory Bonus:** This bonus is applicable as currently your basic salary is less than Rs. 21,000. You will receive this bonus provided you work with the company for minimum 30 days in a financial year and it will be calculated based on the eligibility criteria. The amount may change if your salary increases or if you resign from the company within a financial year.
5. **Medical Insurance:** On successful completion of the probationary period, you will be eligible for a medical insurance cover of INR 1,50,000 (Rupees One Lakh Fifty Thousand)
6. **Long Service bonus:** We recognize your continued commitment toward your professional growth and to make the Company more successful or profitable. We reward this loyalty with a tenure-based long service bonus as per the Company's bonus guidelines.

Other convenience benefits:

1. If an employee is required to extend work hours on a day to meet project deadlines or due to meetings and client calls, we provide a home-drop on approval, based on our transportation policy.
2. Employees travelling by public transport can avail the company pick and drop facility from Titan gate to the office in the morning and back to the Titan gate in the evening.

Annexure –II**Damages payable to Company**

As per the provisions of Clause 15.4, you shall be liable to pay damages payable to Company if you voluntarily terminate your engagement/employment with the Company before the expiry of one (1) year from the effective date. Such damages shall be calculated as below:

Damages = Training Allowance (INR 12,000 x 3 months) + Productivity Loss (INR 1000 X 240 hours x no. of trainers/no. of trainees) + Payment of two (2) months' gross salary in lieu of notice, if notice not served.

1. Training Allowance –Training allowance paid to you at the rate of INR 12,000 monthly for 3 months of training.
2. Productivity loss –There could be up to 3 in-house trainers facilitating the training program and the training period will consist of up to 240 hours of training. Productivity loss is calculated at the rate of INR 1,000 for 240 hours per trainer which is further divided by number of trainees.
3. The damages payable will not go above INR 1,80,000.

Rahul Santosh Morajker

LETTER OF OFFER OF EMPLOYMENT: **Product Executive**

Dear Rahul,

Following our recent discussions, we are delighted to offer you the position of **Product Executive** with **Deltatech Gaming Ltd.**

As a member of Delta tech team, we would ask for your commitment to deliver outstanding quality and results that exceed user expectations. In addition, we expect your personal accountability in all the products, actions, advice, and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions we are proposing.

Title: **Product Executive**

Start date: **8th August 2022**

Compensation: **Rs. 600,000 CTC**

Additionally, you will be eligible for **Annual Benefits**. Details of which is given in **Annexure A**.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

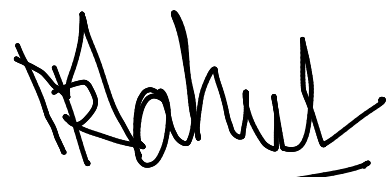
Deltatech Gaming Ltd

With the signature below, I accept this offer for employment.



Akanksha Awasthi

Sr. Manager- Human Resources



Rahul Santosh

Signed & Accepted

Annexure A

S. No	Components	Monthly	Annually
1	Basic Salary	25,053	3,00,630
2	HRA	10,021	1,20,252
3	Petrol Allowance		-
4	LTA	12,500	1,50,000
5	Special. Allowance	25	300
6	Gross Payable	45,550	5,46,600
7	Company PF Contribution	1,950	23,400
8	Fixed CTC	47,500	5,70,000
9	Performance Linked Incentive*	2,500	30,000
	Total CTC	₹ 50,000	₹ 6,00,000
Employee PF contribution Rs. 1800/- per month to be deducted from gross payable			
Labour Welfare Rs. 25/- per month to be deducted from gross payable			
TDS to be deducted as applicable			

Annual Benefits (subject to the policies applicable from time to time.)

	Annual Benefits	Amount
1	Gratuity	14,453
2	Medical Insurance Premium- Self (Paid by the company)	9,978
3	Term Life Insurance Premium (Paid by the company)	2,048
4	Leave Encashment max upto*	13,665
	Total	40,144

Gratuity: Payable as per “The Payment of Gratuity Act, 1972”, after the completion of continuous service of 5 years (or greater than 4.5 years).

Medical Insurance: Your family & you will be covered to the extent of **4 Lacs PA** under Group Medical Insurance.

Term Life Insurance: You will be covered to the extent of **1.5XCTC** under this.

Performance Linked Bonus: You will, be eligible to receive a Performance based incentive subject to a maximum of **INR. 30,000/- per annum**, the pay-out of which will be linked to achievement of agreed milestones as well as KRA’s which will be fixed mutually on your joining.

This is included in total CTC.

CONTRACTOR MR



Subham Vidyarathi



VIS-276

 **open**
destinations



Amrita Ankush Tari

Employee Code

ODL2173

Emergency Contact

9049158403

Department Name

Software Development

Office Address

3rd Floor, Casa Del Sol
Building No III,
Miramar,
Panjim - Goa.
+919607910285-87
www.opendestinations.com





Alexander Rodrigues

Data Engineer
NU125

Department : Data

Location : Goa, India

Blood Group : N/A

Powered by Keka



NUMADIC IOT PVT LTD

9, Ave Rose, Ravi Raj Colony, Nagalli Hills
Colony, Dona Paula, Goa, Panaji, GA, India -
403004

Powered by Keka

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Date- 26-July 2022

Offer ID: OL/IND/2021-TR 144

Blaze Monteiro

Address: S/O Rosario Silva Monteiro Tibet ward Cavelossim Salcete South Goa 403731

Subject: Letter of Offer

Dear Blaze

We are delighted to extend you the offer to join Zimetrics Technologies Private Limited (**"Zimetrics/Company"**) on the following terms.

Training period:

- **Designation:** Trainee Software Engineer
- **Grade:** TSE- I
- **Date of joining:** 2nd Aug-2022
- **Duration:** 3 Months from date of joining.
- **CTC:** Two lakhs fifty thousand per annum (2.5 LPA)
- **Notice period:** 3 Months
- **Base Location:** Currently your location of employment will be Goa, India. You may be required to relocate to any of our regional development centers depending on business requirements.

- **Please Note:** This offer stands true, subject to your successful completion of your graduation/ post-graduation.

- Upon successful completion of the Training Period your employment will be deemed confirmed unless otherwise communicated to you in writing with following key notables:
 - **CTC:** Three lakhs sixty thousand per annum (3.6 LPA)
 - **Designation:** Software Engineer
 - **Grade:** SE-I

Kindly execute this offer letter after reading the offer terms and of the enclosed Employment Agreement along with its Annexures as your acceptance of this offer.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

We look forward to having you in the team and wish you great success at ZiMetrics.

Sincerely,

For ZiMetrics Technologies Pvt Ltd

Swati Patil

Swati Patil

Head HR

(*Signature & email)

Enclosure: Employment Agreement + Annexures

I have read, understood, this Letter of Offer and the terms and conditions of the Employment Agreement and Annexures enclosed along with it and hereby accept the same.

Name (In Capitals) **BLAZE MONTEIRO**

Signature: 
Blaze Monteiro (Jul 27, 2022 19:24 GMT+5.5)

Place: **Cavelossim Goa**

Date: **Jul 27, 2022**

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

EMPLOYMENT TERMS & CONDITIONS

1. PLACE OF WORK

Your location of employment will be Goa. You may be transferred, assigned, or deputed to any of our subsidiaries, or our client offices, in India or outside India, depending on business requirements. These assignments will be agreed with you in advance and fall within the scope of work set out in this Agreement. In such case, all transfer facilities applicable as per the Company's then existing policies will be made available to you. You may be required to travel as may be necessary in performance of your employment duties.

2. TITLE AND DUTIES

During your tenure you are expected to perform a role as may be deemed fit by the Company and business needs. The Company encourages its employees to sharpen and enhance their competencies by providing various roles.

3. MANDATORY EMPLOYMENT TENURE:

Upon joining, you will continue to be employed with the Company for a minimum period of eighteen (18) months. If your Employment Agreement is terminated by the Company for cause prior to completion of the said eighteen (18) months, any special expenses incurred by the Company such as training costs, etc will be recovered from you.

4. TERMINATION & RESIGNATION

A. **Termination**- The Company reserves a right to terminate your employment services With or without cause by giving you one (1) months' salary in lieu of notice period.

Without notice in the following cases:

- a. breach of confidentiality and IP related obligations
- b. violation of laws
- c. are guilty of serious misconduct
- d. are convicted of any crime involving moral turpitude
- e. are in material breach any of the Company policies; or
- f. cause damage to the Company's tangible property
- g. sexual Harassment
- h. if you remain absent or on unauthorized leave without notice in writing or without sufficient reasons for ten (10) days or more.

B. **Resignation**: If you wish to voluntarily resign from the services of the Company, you will be required to give three (3) months advance written notice.

Upon termination / resignation, you will return to The Company all hardware including but not limited to laptops, computer device machines, books, documents, papers, materials, and other property relating to the business of the Company which may then be in your

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

possession or under your power or control. Sections 8, 9, 10 and 14 shall survive any termination or cessation of this Agreement.

5. SUSPENSION OF YOUR SERVICES

The Company may in its sole discretion suspend you from your employment, on full salary, during any period in which The Company is carrying out an investigation into any of your negligent acts, misconduct and/ or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments. The terms and conditions of this Agreement shall remain in full force and effect during the suspension period. Depending on the result of the investigation, such suspension may result in termination of your services which shall be subject to the effect of termination provisions hereunder or reinstatement of your employment.

6. EXCLUSIVITY

You hereby agree that during the term of this Agreement, you shall provide full time services to the Company and shall not provide any, consultancy or advisory, whether paid or unpaid, fulltime, or part time to any third party without the express written consent of the Company.

7. NON-COMPETE & NON-SOLICITATION

9.1 During the continuance of this Agreement and for a period of one (1) year immediately following your separation with Company You shall not directly or indirectly in any manner whatsoever:

- (i) induce hire, solicit, or entice or procure or encourage, any person who is a Company employee, independent contractor, or consultant to leave the Company's employment.
- (ii) Solicit, contract, interfere with, do business with or endeavor to entice away from the Company any of the Company's existing, prospective customers or any customer of the Company with whom You had contact during your employment term.

9.2 During the term of this Agreement You undertake not to directly or indirectly in any manner whatsoever serve as an advisor, agent, consultant, director, employee, officer, partner of any business in competition with the Company's business as conducted by the Company during your employment with the Company

9.3. You further declare that you do not have any non-compete obligations or other restrictive clauses with any of your previous employer.

8. PUBLICATION

You shall not use the name and or/ trademark/ logo of the ZiMetrics, its affiliates and subsidiaries in any manner which is detrimental to the interest, image, and goodwill of the Company.

You shall not at any time, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Any breach of this provision will entitle the Company to terminate this Agreement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) and to pursue any legal action

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

against you, as applicable. Further, notwithstanding the stated above, you acknowledge that any post, comment, opinion etc. published by You on any matter in any forum, including social media, shall state that it is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

9. INVENTION ASSIGNMENT AND CONFIDENTIALITY

The matters pertaining to the terms and conditions of your employment including your remuneration are strictly confidential between you and The Company. You agree to abide by the confidentiality obligations provided under **Annexure "A"** ("Confidentiality"), to protect the rights of The Company while dealing with confidential information, documents, etc. You also agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") attached herewith as **Annexure "B"**, in favor of The Company. The said Annexures form integral part of this Employment Agreement.

10. OTHER CONDITIONS

- i. Your continued employment with the Company under this Agreement is conditional upon satisfactory completion of your background checks, pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. If it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if You have suppressed any material information regarding your qualifications and experience, the Company may terminate your employment with immediate effect and with no liability to make any further payment to you, without prejudice to recovery of any other monetary compensation legally recoverable from you by the Company for any damages.
- ii. You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease, and you are not addicted to drugs or any other substance abuse. During the term of your employment

with the Company, you are required to be medically fit to perform the duties assigned to You from time to time.

- iii. You will always maintain your ability to be employable and in event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- iv. You acknowledge and provide your consent to collect and use your personal information including Sensitive Personal Data to the Company and to share your sensitive personal data or any information about you and/or your dependents (wherever applicable) provided to the Company for any background verification compliance, operational and administrative, investigative and audit purposes as the case may be.
- v. During your employment with the Company, You explicitly agree to abide to and be governed by all the current policies and procedures adopted by the Company from time to time. The Company may at its sole discretion reserves a right to revise these policies and procedures

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

11. GOVERNING LAW

This Agreement shall be governed by the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

To confirm your acceptance of this Employment Agreement and please sign in the space specified below.

We are delighted to have you as part of our team, and we wish you a rewarding career over the years to come.

For **ZiMetrics Technologies Private Limited**

Swati Patil

Swati Patil
Head HR
(*Signature & email)

I have carefully read, understood, and hereby accept the above-mentioned terms and conditions along with the Annexures and agree to abide by the same.

Signature: 
Blaze Monteiro (Jul 27, 2022 19:24 GMT+5.5)

Name (in Capitals): **BLAZE MONTEIRO**

Place: **Cavelossim Goa**

Date: **Jul 27, 2022**

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure - A

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Obligations Agreement is executed by and between **ZiMetrics Technologies Private Limited**, (the "Company") and Blaze Monteiro (**Employee Name**), pursuant to the offer letter dated 26th -July 2022

The Company's objective hereunder is to protect the Confidential Information (defined below) disclosed to the Employee by The Company or any of its affiliate or group companies, while allowing the Employee access to The Company information during the tenure of the Employee's employment with The Company. For the purposes of this Annexure, "Company" shall be deemed to include all affiliate and group companies of The Company.

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows:

- 1. COMPANY'S CONFIDENTIAL INFORMATION-** In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:
 - (a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
 - (b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - (c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;
 - (d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;
 - (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business; and
 - (f) any confidential or proprietary information received by Company or which it may receive in future from third parties subject to a duty on The Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

- 2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION-** During the term of this Agreement and thereafter the Employee shall keep Company's Confidential Information, whether prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company or to any third party without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than The Company.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than Company.

- 3. **CONFIDENTIAL INFORMATION OF OTHERS-** Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret or confidential information of others/third parties.
- 4. **RETURN OF MATERIALS** - When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.
- 5. **CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT-** Employee's obligation to maintain the confidentiality and security of Confidential Information shall survive even after Employee's employment with the Company ends.

6. GENERAL PROVISIONS

- (a) **Relationships:** Nothing contained in this Annexure B shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
- (b) **Severability:** If a court finds any provision of this Annexure B invalid or unenforceable, the remainder of this Annexure shall be interpreted so as best to effect the intent of the Company and Employee.
- (c) **Integration:** This Annexure expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Annexure B may not be amended except in a writing signed by both Company and Employee.
- (d) **Waiver:** The failure to exercise any right provided in this Annexure B shall not be a waiver of prior or subsequent rights.
- (e) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Annexure B may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.
- (f) **Indemnity:** Employee agrees to indemnify Company against all direct and indirect losses, damages, claims, or costs and expenses incurred or suffered by Company or any third party as a result of Employee's breach of this Annexure B.



501, Lunkad Sky Station,
Viman Nagar, Pune –411014
Contact No.: 020-41230949
Web: www.zimetrics.com

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

(g) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Annexure B, the Company shall have the right to collect from the Employee reasonable attorney fees and costs and necessary expenditures.

(h) **Governing Law:** This Annexure shall be governed in accordance with the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

Annexure – B

PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Proprietary Information and Assignment Agreement (“Agreement”) is executed by and between **ZiMetrics Technologies Private Limited**, (the “Company”), Blaze Monteiro **(Employee name)**, pursuant to the offer letter dated 26th -July 2022.

WHEREAS:

The Employee is in employment with the Company and Employee acknowledges that he/ she has had in the past/ will/may have access to sensitive and Proprietary Information belonging to the Company and/ or to any of its affiliate companies (“Affiliates”) and in order to protect the business interest of the Company and its Affiliates (hereinafter, individually or collectively referred to as, “ZIMETRICS”), the Employee agrees to the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. **Proprietary Information.** The Employee understands that his/ her work as an Employee of the Company, will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "Proprietary Information"), which form the very basis of the Company business and existence. the Company has, therefore, a very direct interest in protecting its valuable Proprietary Information. The Employee agrees to keep all Proprietary Information in trust for the benefit of the Company. The Employee shall never use any Proprietary Information, except as required by his/ her duties to the Company. Employee understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside the Company. Even within the Company, the Employee shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information, on a need-to-know basis.

“**Proprietary Information**” means information, ideas, and materials of or about the Company, Employees, customers of the Company or others with whom THE COMPANY conducts business. Proprietary Information that is not generally known to the software or recruiting industries or the public is confidential, and the Employee agrees to always exercise diligence to maintain the confidentiality of all Proprietary Information and not disclose Proprietary Information. The Employee understands that his/ her obligation to keep Proprietary Information strictly confidential shall survive the termination of his/ her employment and/or this Agreement. Proprietary Information also includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Employees, and salaries, product development plans; business and financial plans and forecasts, student information, client company information, and marketing and sales plans and forecasts.

2. **Inventions & Assignment.** The Employee shall promptly and fully disclose to the Company all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

protection afforded to intellectual property (collectively, "inventions"), relating to any activities of the Company of which the Employee is aware or become aware, conceived or developed by him/ her alone or with others, during (i) the term of his/ her employment, whether or not conceived during regular business hours, or (ii) within one (1) year after termination of his/ her employment if based on Proprietary Information.

Such Inventions shall be the sole property of the Company. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by the Employee for the Company under relevant provisions of Copyright Law. To the extent the Inventions may not be considered a 'Work Made For Hire', the Employee hereby irrevocably assign to THE COMPANY. at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Employee may have in such Inventions. The Employee will (whether during or after his/ her employment) execute such written instruments and do other such acts as may be necessary in the opinion of the Company to obtain a patent, register a copyright, or otherwise protect or enforce the Company rights in such Inventions. The Employee hereby irrevocably appoints the Company and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Employee will allow the Company to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment to determine if they are based on Proprietary Information.

This assignment obligation does not apply to Inventions which are conceived or developed entirely on his/ her own time and for which the Employee does not use any equipment, supplies, facilities, or Proprietary Information of THE COMPANY or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of the Company or the Company customer; and (b) do not result from any work performed by Employee (alone or with others) for the Company.

3. **Return of Proprietary Information.** On termination of employment with the Company , or at any time it so requests, the Employee will deliver immediately to the Company all property belonging to the Company and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorialization's of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment including any copies, in his/ her possession, whether prepared by him/ her or others.

4. **Former Employers'/ Third Party's Information.** The Employee agrees that he/ she will not, during his/ her employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he/ she will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Employee has such information or materials, he/ she acknowledge notice that the Company does not want him/ her to disclose such information or materials to the Company, nor does the Company want him/ her to use such information or materials in any work that the Employee may perform for the Company.

5. **Assistance Upon Termination.** The Employee shall upon leaving employment with the Company, assist the Company in patenting any inventions even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by the Company) and for this

ZIMETRICS TECHNOLOGIES PRIVATE LIMITED

purpose keep The Company informed of his/ her addresses in the succeeding five years after leaving employment.

6. **Reserved Rights; License.** The Employee has listed on the attached **Annexure "B-1"** a detailed description of all of independent inventions developed or conceived by him/ her, patented or unpatented and, to the extent that he/ she possess proprietary rights therein, the Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, the Employee represents that there are no such items to be excluded. In the event that the Employee incorporates, uses, or otherwise employs ("Use") any Inventions in which the Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for the Company, he/ she hereby grants to the Company a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights.
7. **Conflicting Agreement.** The Employee represents that there are no other contracts to assign Inventions now in existence between the Employee and any other corporation or other third party unless he/ she has so indicated and a copy of any such contract is provided to the Company.
8. **The Company Policies.** The Employee agrees to comply with the policies and procedures of the Company. The Company, in their respective Employee manuals, code of conduct and bulletins, and other communications which may all be modified from time to time at the sole discretion of the Company. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.
9. **Choice of Law; Jurisdiction; Remedies.** This Agreement shall be governed by and construed in accordance with the laws of India, and the Employee voluntarily submits himself/ herself to the jurisdiction of the courts of Pune. The Employee acknowledges that breach of this Agreement would cause irreparable damage to the Company the monetary value of which, he/ she acknowledges, shall be extremely difficult to be ascertained. Therefore, the Employee agrees that, in addition to other remedies, the Company is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.
10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.
11. **Successors.** This Agreement inures to the benefit of successors and assigns of the Company and is binding on his/ her heirs and legal representatives.
12. **Survival.** This Agreement survives termination of his/ her employment with the Company.
13. **General.** This Agreement shall not be modified except in writing and signed by him/ her, an authorized representative of the Company.
14. **Counsel.** The Employee understands that he/ she may have independent legal counsel review this Agreement, at his/ her own expense, on his/ her behalf prior to execution.

