

APPOINTMENT LETTER

Date of Joining: 13/02/2023

Dear Ms. Shreya Kavitha,

With reference to our offer letter dated - 08/02/2023, we have the pleasure of appointing you to the position of **Social Media Specialist** at "**BPECOM CONSULTING PRIVATE LIMITED**" (hereinafter referred to as "the Company"), subject to your acceptance of the Terms and Conditions of Employment as follows:

TERMS & CONDITIONS OF EMPLOYMENT

DESIGNATION

You are appointed as **Social Media Specialist**. However, your abilities and expertise can be utilized in any other field/function in the best interest of the company and there upon you shall be re-designated accordingly.

COMMENCEMENT DATE

Your date of joining is **13th Feb 2023**.

REMUNERATION, BENEFITS & PERKS

BPECOM CONSULTING PRIVATE LIMITED shall pay during the continuance of your employment hereunder, a consolidated salary of **Rs. 2,77,000/- (Rupees Two Lakh Seventy Seven Thousand Only) Per Annum**. The break-up of your gross salary has been attached. Over and above your monthly remuneration, you will be eligible for Annual Performance based incentives as per company policy. The company assumes no responsibility for your personal tax affairs and your tax liability in respect of your compensation (including the responsibility of filing your income-tax returns) will be entirely your responsibility.

IMMEDIATE DEPLOYMENT & FUTURE TRANSFERS

CONSULTING PRIVATE LIMITED reserves the right to change your location at its sole discretion. It is understood and agreed upon that based on job/business requirements, your services are liable to be transferred to any other offices/units/companies/associate companies, whether in existence or planned in future, in India or abroad with no change in any terms & conditions of this employment.

PROBATION

You would be initially on probation for **3 months** from your date of joining the company. Your continuation in service with the company will be subject to your satisfactory performance during your period of probation. The company can modify the period of probation considering your performance and other relevant factors. During the period of probation, you may resign your appointment giving **15 days' notice** or payment of **15 days salary** in lieu of notice. During the period of probation your services may be terminated at the discretion of the management without assigning any reason and company can ask you to serve **15 days' notice**, or relieve you immediately. Moreover, during probation, you will not be

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**15-304, GODREJ ETERNITY, HOLIDAY VILLAGE ROAD,
OFF KANAKPURA MAIN ROAD, VIJARAHALLI, BENGALURU.**



A handwritten signature in blue ink, appearing to be "Shreya Kavitha".

entitled for any company welfare policies like insurance, bonus etc. if and when applicable. If you leave within 30 days of employment then you are not entitled to get any compensation.

WORKING DAYS

The working week comprises of 5.5 days - Monday to Saturday. Saturdays will be half day working. Timing for Saturday will be till 2 pm.

On reporting to the office every individual should ensure to make an entry using the bio-metric system.

- The official time for work is from 10:30 a.m. to 7:30 p.m. on all working days of the week.
- In case of repeated non-adherence to office timings and absences from work, the company will take corrective action against the concerned employee, at its discretion.
- The employee shall be responsible for punctuality in his / her team.

REIMBURSEMENT OF EXPENSES (as and where required)

Expenses incurred on behalf of the company will be reimbursed, provided the same are covered by general or specific approval, and/or company policy as applicable.

LEAVES, HOLIDAYS, MEDICAL & BENEFITS

You shall be eligible for leaves, holidays and other employee benefits pursuant to company's policies, as amended from time to time. Festival holidays would be governed by the company's policy in force and competent authority will declare the festival holidays to be observed by the company.

An employee on probation is entitled to a maximum of 1 days of leave and 1 day work from home over and above weekly offs for the duration of the probation period which is 3 months.

Any leave taken during this period requires prior approval from the sanctioning authority. Fresh leave will be issued by company after employee is confirmed.

SEPARATION FROM EMPLOYMENT

Employees on probation will need to serve 15 days notice upon resigning during the probation period. The company reserves the right to waive off notice period at its discretion, and employee will not be compensated for the waived off time duration.

A confirmed employee wanting to resign from his services must serve 45 days' notice period from date of resignation or must pay salary in lieu of less notice served.

TERMINATION

Your employment may be terminated forthwith by the company without prior notice if, in the opinion of the company, you, at any time:

- commit any serious or persistent breach of any provisions of this appointment letter;
- do or cause to do any act, deed, matter or thing otherwise than in the interest of the company;

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- c. are guilty of gross misconduct or neglect in discharge of your duties or exercise your powers hereunder or otherwise which are vested in you from time to time;
- d. fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the company;
- e. become bankrupt or make any arrangement or composition with your creditors;
- f. become of unsound mind;
- g. are convicted of any criminal offence;

In above events, the company has the right to terminate your employment immediately, and in which case, the company may make payment to you of salary up to the date of your dismissal and for no other payments or benefits whatsoever.

However, upon termination for the above said reasons, you shall, upon request of the company, resign without claim for compensation from all offices held by you in the company and any of its subsidiaries and associates and you shall forthwith quit, handover and deliver to the company or to any person nominated by us for this purpose, use, occupation, control and vacant possession of any/all the assets or other movable and immovable property of or belonging to the company which, pursuant to your employment with the company, may be in your use, occupation, control, possession. In the event of your failure to do so, you hereby irrevocably nominate, constitute, appoint and authorize the company to appoint any person in your name and on your behalf to execute any deeds, document and writings and to do all acts, deeds, matters and things required to give effect thereto. The company shall be entitled to retain any and all amounts due to you including salary, remuneration, compensation, bonus and provident fund balance and to adjust/ deduct there from, any or all amounts due to be recoverable from or payable by you to the company.

RETIREMENT

Notwithstanding an earlier termination of this employment, you will retire at the end of the month in which your fifty-eighth (58th) birthday comes about. However, management reserves the right to waive off the age limit in consideration of business needs and suitability of candidate/s.

WORK ETHICS

You must maintain the highest level of professional conduct, discipline and work as a part of the team to achieve the vision of the company. You are required to deal with the company's money, materials and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the company's property or theft of any information or misappropriation regardless of the value involved, your services shall be liable to termination immediately.

SHARING OF SALARY RELATED INFORMATION

Your remuneration package is confidential and should not be shared with anyone except HR. Any violation will result in serious action and may lead to termination of employment.

EQUIPMENT & MATERIALS

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During continuation of employment, the employee may be provided with various resources in form of equipment's, gadgets, CDs, books, materials & various tools for performance of work. The employee should take appropriate care of these resources in best manner and should not use the same for any personal/unofficial purpose. In cases of theft/loss/damage, the cost for negligence in handling the equipment will be adjusted as per laid down policy for Company Assets. The employee should hold these resources as a custodian and on request by the company or on resignation/termination of employment; all such resources should be returned back to the company.

CONFIDENTIALITY & NON-DISCLOSURE

Considering the high level of technicalities and emerging technologies involved in the project where the employee is deputed, he should adhere to the highest level of confidentiality and during continuance of employment or at any point of time thereafter, you shall not discuss, divulge, disclose, disseminate or communicate by word of mouth or otherwise to any person(s) whatsoever, any information, data of a secret or confidential nature entrusted to you or coming to your knowledge, relating to the trade or business of the company or of any group/sister companies or any of its customers or to the methods, process, appliance of equipment etc. used by them or to any experiments made by them or by any person in their employment or relating to the prices paid or charged by or the customer of the company or its group/ sister companies or administrative/organizational matters of the company which may be your personal privilege to know by virtue of being an employee of the company or any such other information, the disclosure of which in the opinion of the company, is likely to be prejudicial to the interests of the company.

Furthermore, a Non-disclosure agreement is required to be signed which would be binding to you.

COPYRIGHTS, PATENTS, TRADEMARKS & INTELLECTUAL PROPERTY RIGHTS

You, as **BPECOM CONSULTING PRIVATE LIMITED** employee, will work on the project as per the directions and instructions of the company with the resources made available by the company. You acknowledge that the copyright, patents, trademarks and other intellectual property rights in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, shall be deemed to be the exclusive property of Company & the company will be fully authorized to get the same patented, trademark or register for any intellectual property rights with appropriate authority.

Furthermore, a Non-Compete agreement is required to be signed which would be binding to you.

BUSINESS CONDUCT

You will devote full time attention to the work of the company and will not take any direct/ indirect/ honorary/remunerative work. You shall not, without prior approval of the company, undertake any other business or profession or be a director, employee or agent of any other company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part-time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other company which is listed on any recognized stock exchange or any investment in any other bona-fide organization for the purpose of personal investments. Internet & E-mail are allowed for official purpose only. No employee is permitted to use any form of CD, or any other type of external recording media to record/download/burn or perform any other actions outside the provisions applicable to us.

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from our computer systems/servers without prior written permission from the management. Breach of this clause may lead to strict disciplinary actions.

INDEMNITY

You shall, at all times, indemnify and keep indemnified the company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the company in or in connection with any action, claim, proceeding or demand instituted or made against the company caused or occasioned by your breach, failure, default or neglect, in the opinion of the company, to observe and comply fully with the terms and conditions of your employment with the company herein contained.

FULL & FINAL SETTLEMENT OF DUES

Settlement of Full and Final dues will be done within 7 days of the employee's last working day with the company. Deduction of notice period will be on Gross Pay. Employees are required to complete all the necessary documentation to ensure timely settlement of these dues.

JURISDICTION

This contract is subject to Indian Law and any disputes arising there from or connected with this contract shall be submitted to the competent Indian Law Courts to the exclusion of all authorities.

CONFLICT OF INTEREST

You hereby further confirm that as on the Appointment Date, you do not have any business, professional or other interests that may conflict with the interests of **BPECOM CONSULTING PRIVATE LIMITED** and that you have been released from all contractual obligations towards your previous employers.

PERSONAL DETAILS

You must inform the company of any change in your residential address, contact numbers, marital status and other such matters. You must intimate such change to the Human Resource (HR) department within 3 days of such change, along with supporting document/s.

CONDITIONS OF EMPLOYMENT

You acknowledge that the conditions of employment may not be altered or its obligations excused except by a written document signed by corporate office of the company or a senior employee of hr dept.

VERIFICATION & MEDICAL FITNESS

Further, this appointment is based on details provided by you to the Company. Your appointment is subject to satisfactory verification of your character, antecedents, testimonials and your being found medically fit and continuing to remain medically fit thereafter as certified by a govt. approved doctor. Company can also provide a list of hospitals whose medical reports will be acceptable in lieu of the govt. approved doctor.

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INCOME TAX LIABILITY

All entitlements given above are with effect from your date of appointment. The entitlements are subject to any Company policy, procedure or guideline that may be issued from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value. Further considering your salary structure, tax will be liable to deduction as per income tax act on salary over a period of 12 months. In case if you have an investment plan and you want to claim benefits for House Rent Allowance, Medical Allowance & Conveyance allowance, we request you to provide your details to HRD. The actual supporting documents of such investments & expenses will have to be submitted by you in March every year as proof for claiming deduction. Taking the same into account we would rework the actual tax payable if any and the same would be deducted from your salary.

GENERAL TERMS & CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering service of the company, be subject to such other existing general terms and conditions of employment as may be laid down by the company, to govern all members of it's staff and rules or regulations that may be introduced by the company from time to time. You will be responsible for ensuring that compliance requirements as stipulated by **BPECOM CONSULTING PRIVATE LIMITED** are adhered to and it shall also be part of your annual performance reviews.

You shall not do or indulge in any of the following, without prior written consent of the company:

- a) **Compete:** During the employment period and for a period of at least 2 years after the employment period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business / activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the company nor engage in any activity that conflicts with your obligations to the company;
- b) **Solicit Personnel:** During the employment period and for a period of at least 2 years after the employment period, you shall not solicit, endeavor to solicit, influence or attempt to influence any person employed or engaged by the company (whether as an employee, consultant, advisor or in any other manner) to terminate or other cease such employment or engagement with the company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the company or client of the company.

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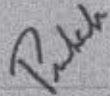


We are very excited about having you on board and welcome you to our organization. We look forward to your enriching our human resource and through your dedicated performance, making the company/group more strong & competitive. On our part, we assure you of a long, challenging, happy and rewarding career.

Should you accept the above Terms and Conditions of employment, please confirm your acceptance by signing the duplicate copy of this letter and returning it to us immediately.

Yours faithfully,

For, BPECOM CONSULTING PRIVATE LIMITED



Director - Prakash Maharaj
Authorized Signatory


ACCEPTANCE

I, Shreya Kavitha, hereby confirm that I have read and understood the Terms and Conditions of Employment above, confirm my agreement and accept the company's offer of appointment.

Signature: _____



Date: 21/03/2023



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'SALARY BREAK-UP'

Name: Shreya Kavitha

Designation: Social Media Specialist

Date of Joining: 13th Feb 2023

The break-up of your salary of Rs. 2,77,000/- P.A. is as under:

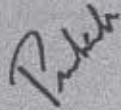
For the mentioned months 13th Feb to April'23 per month salary would be Rs 18000 /-

From May'23 per month salary is Rs 22000/-

Annual Bonus – Rs 25000/- after completion of 1 year

**Salary and benefits as applicable will be governed as per the Compensation & Benefits Policy of the Company. Variable pay could be higher or lower depending upon the employee performance.*

For, BPECOM CONSULTING PRIVATE LIMITED



Authorized Signatory
Director – Prakash Maharaj



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