



Nishitha Kishore Kar
27/214, Motilal Nagar 1 Shravasti
Buddha Vihar Marg behind Fire station
Goregaon West
Mumbai, India

January 27th,2022

Dear Nishitha,

This has reference to your application and subsequent interview you had with us for a suitable opening in our organization.

1. We are pleased to offer you an appointment as “**Business Development Executive under Retainership Contract**”, Offer is effective from **1st February, 2022**.
2. You salary details are as follows:

Components	Amount
Fixed monthly retainer	RS 22,000 per month

3. You shall be on probation for a period of six months. Confirmation of your service is subject to suitable performance and on issue of confirmation letter. Your probation cum training period is liable to be extended at the sole discretion of the Company for the period deemed necessary. Based your performance of Six months , Company shall decide on raising your remuneration as fixed or variable (in the form of incentive).
4. You will be governed by the Company rules, as amended from time to time. You will be entitled to annual leave which shall be taken in staggered.
5. As informed, your place of posting shall be **Mumbai, India with work from home provision**. However, organization reserves the rights to transfer you to



and / or utilize your services in any of the company's offices, work sites or associated or affiliated companies located within the country or abroad.

6. The Employee shall faithfully carry out the Employee's duties to the best of the Employee's abilities and shall serve and use best efforts to promote the interest and welfare of the Company and its affiliates and shall devote the Employee's entire business time, efforts and abilities to the performance of the Employee's duties hereunder, both during normal business hours of the Company and during such additional hours as shall be reasonably necessary for the proper performance of such duties. The Employee shall not, without the express prior written consent of the Company, be, other than by way of passive investment only, directly or indirectly concerned or interested in any other trade, business or occupation during the period of employment with the Company.
7. **Compensation** The Company shall pay compensation to the Employee during the period of employment as follows:
 - (a) The Company shall review the compensation hereof every one year and in light of such review may (but shall not be obligated to) increase such compensation.
 - (b) The Company shall, to the extent permitted by law, be entitled to deduct from the Employee's compensation all sums from time to time owed by the Employee to the Company or such other deductions which the Company and the Employee have agreed to be made.
 - (C) You are required to serve the notice period of one month in case of resignation.
8. **Confidentiality.** (a) The Employee hereby acknowledges that, during the employment with the Company, the Employee will acquire knowledge with respect to certain information concerning the Company or its affiliates or the respective business or activities thereof, including, but not limited to, financial information (including, but not limited to, information concerning pricing of products or services, business and business operations and methods) and/or technical information (including, but not limited to, design specifications, instructions and know-how) (collectively, the "Information"). Any and all Information shall be deemed proprietary to the Company and its affiliates and confidential, and the Employee shall not at any time directly or indirectly:



- (1) use any of the Information for the Employee's benefit or for the benefit of any individual, company, corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity (each a "Person"); or
 - (2) Disclose any of the Information to any Person except in the course of employment with the Company to the extent necessary to carry out the Employee's duties under this Agreement.
- (b) Upon termination of the Employee's employment with the Company for any reason, the Employee shall immediately deliver to the Company all records, notes, data, memoranda or any other materials of any nature that are in the possession, or under the control, of the Employee that are the property of the Company or its affiliates or that relate to the business or activities of the Company or its affiliates.
9. **Intellectual Property.** (a) The Employee shall not make any unauthorized copies or use any software used by the Company in breach of the terms of use application to such software.
- (b) The Employee shall promptly and fully disclose to the Company all inventions, discoveries, concepts, products and ideas whether patentable or not, including, but not limited to, computer hardware or apparatus, software, computer programs, designs, formulae, specifications, policy wordings, processing methods or techniques and any know-how or other information relating thereto, conceived, made or developed during the employment with the Company and (1) which is related to the Company's business activities, (2) which results from work carried out by the Employee with the use of any equipment, materials or personnel of the Company or (3) which results from any specific project or task carried out by the Employee for the Company. All such inventions, discoveries, concepts, products and ideas, however expressed or recorded, shall be deemed to be the absolute property of the Company. At the request and expense of the Company, the Employee shall give all such information and data as may be necessary to enable the Company to exploit any such invention, discovery, concept, product or idea and execute and sign all such documents and things as may be necessary or desirable for enabling the Company to obtain patent, copyright and any other appropriate intellectual property protection for the same anywhere in the world and for vesting the same in the Company.



10. Non-Competition; Non-Solicitation. Except with the express prior written consent of the Company, the Employee shall not during the term of this Agreement, and for a period of 1 year after the expiration or termination of this Agreement for any reason, on the Employee's own account or jointly with or as agent for any other Person, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, commercial agent or other agent, representative, sponsor or otherwise:

- (a) carry on or be engaged, concerned or interested in the carrying on, globally of any business or employment which shall compete with the business of the Company or any of its affiliates and in respect of which the Employee has performed services during the period of three (3) months prior and after to the expiration or termination of the Employee's employment;
- (b) canvass, solicit or approach any Person who at the date of the expiration or termination of the Employee's employment or within 1 year prior to that date is or was a client, customer or supplier of the Company; or
- (b) hire, offer to hire, solicit, entice or in any other manner persuade or attempt to persuade away from the Company or any of its affiliates any director, employee, consultant, distributor, commercial agent or other agent, representative or sponsor of any thereof.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and in the English language and shall be deemed to be duly given on the date delivered by hand or via confirmed facsimile with original to follow by international courier to the addresses of the parties listed in the preamble above or such other address as shall be furnished in writing by either party to the other.

12. Entire Agreement; Amendments; Waivers. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior Agreement or understanding between the parties with respect to such subject matter. This Agreement may not be amended orally but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No delay or failure by either party in exercising any rights hereunder, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.



13. Assignment; Successors. The Employee acknowledges that the Employee's services are unique and personal and accordingly the Employee may not assign the Employee's rights or delegate the Employee's duties or obligations under this Agreement.

The Company's rights and obligations shall be binding upon and inure to the benefit of the Company's successors and assignees.

14. Governing Law, Etc. (a) This Agreement is governed by, and is to be construed and enforced in accordance with, the India Employment Law. In the event that the concerned governmental authority requires an employment contract between the Company and the Employee to be filed in a standard form issued by such authority, the parties acknowledge and agree that this Agreement and such standard form employment contract will constitute one (1) instrument and are not to be construed as providing separate benefits.

The offer has been made based on the information furnished by you. However, if any discrepancy found in the copies of the documents/certificates submitted by you as a proof in support of the above, the company reserves the right to revoke the offer & later your appointment thereafter at any time.

Please sign below in token of your acceptance of the terms and conditions of this letter of intent and return the duplicate copy duly signed by you to us.

The above terms and conditions are acceptable to me.

Candidate Signature

Name:- **Nishitha Kishore Kar**

Designation:- Business Development Executive

Signature:-

Employer Signature

Name:- **Sweta Pandey**

Designation:- Managing Partner

Signature:-