

Date:

Candidate Name,
Address:

Dear [●],

OFFER LETTER DETAILING THE TERMS OF YOUR EMPLOYMENT WITH THE COMPANY
("OFFER LETTER" or "AGREEMENT")

This Offer Letter reflects an offer of employment to you, as a member of the professional staff of [●] ("Company"). The details of this offer and the terms of your proposed employment are contained in this Offer Letter.

1. COMMENCEMENT AND TERM OF EMPLOYMENT

Your employment will be effective on from [●], 2022, following your acceptance of this Offer Letter ("**Joining Date**"). Your employment is contingent on the results of a background check which may include a criminal record check and reference checks, and may include a review of education, work and medical history. If the results of your background check reveal information that is inconsistent with our standards, then this offer may be rescinded or your employment with the Company may be subject to immediate termination under Section 10 of this Offer Letter. Beginning with the first day of your employment with the Company, through a six (6) month period from the Joining Date, you will be in a probationary employment period ("**Probationary Period**"). If necessary and at the discretion of Company, the probationary period may be extended by a period further two (2) additional months. You will be confirmed for employment upon successful completion of the probation period and at the sole discretion of the Company.

The term of the employment shall commence from the Joining Date and shall continue until otherwise terminated in accordance with the terms hereof.

2. JOB TITLE

You will be joining the Company as [●]

3. SCOPE OF WORK

Your responsibilities shall be as detailed in Annexure A to this Offer Letter. During the course of your employment, you shall also perform *inter-alia* all such duties, functions and responsibilities as the management of the Company may determine and entrust to you from time to time.

4. COMPENSATION PACKAGE

The details of your annual compensation package including base salary, taxable and non-taxable allowances, certain benefits, perquisites, reimbursements and other statutory payments ("**Compensation Package**") are set forth in Annexure B to this Offer Letter.

5. TAXATION

Your Compensation Package will be subject to all the necessary deductions, including, without limitation, deductions for tax normally to be withheld by an employer under Indian tax law. You shall be responsible for filing of your personal returns and compliance with other requirements under applicable laws including Indian tax laws.

6. HOURS OF WORK AND TIME TO BE DEVOTED TO THE EMPLOYMENT

6.1. You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. Your working hours

will be consistent with Company policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements.

- 6.2. As an employee in the full-time employment of the Company, you will be obligated to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business, or position of monetary interest or otherwise, other than that of the Company.

7. PLACE OF WORK

- 7.1. Your assigned work location is the [●] office of the Company. The Company may, from time to time, require you to travel to other locations (whether in or outside India) in connection with the employment.
- 7.2. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.
- 7.3. Subject to Section 7.1 and 7.2, the Company may also assign you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

8. RULES AND REGULATIONS

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, codes, guidelines, procedures and policies framed, amended, modified or omitted by the Company from time to time ("**Company Policies**"). You will also be governed by statutory laws enacted by Central or jurisdictional State Government or local authorities as may be applicable to you from time to time.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

You hereby agree and undertake that:

- 9.1. You shall not during the term of this Offer Letter or thereafter, divulge or make use of any trade secret or confidential information concerning the business of the Company and/or any of the parent companies, subsidiaries, affiliates or associates of the Company ("**Group Companies**") or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which you possess or come to possess while in the employment of the Company or which you may make or discover while in the service of the Company and that you shall also use your best endeavours to prevent any other person from doing so.
- 9.2. All data, documents, plans, drawings, photographs, reports, statements, correspondence etc., and technical information, know-how and instructions as well as business details or commercial policies that pass to you or which come to your knowledge shall be treated as confidential and you shall be bound to keep secret all such confidential matters including papers and documents, computer floppies, CDs, USBs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in course of the rightful discharge of your duties towards the Company.
- 9.3. You shall not at any time during the term of this Offer Letter or thereafter in any way make known or divulge to any person, firm or body corporate, any confidential information or the methods, systems or other information of any kind in relation to the affairs of the Company or Group Companies whether such information is or was acquired by you before commencement of

employment with the Company, in the course of your employment under this Offer Letter or otherwise.

- 9.4. The Employee shall return to the Company or to its nominees confidential information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any confidential information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such confidential Information. Until such time as all such confidential information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Employee. Further, the Employee shall compensate the Company for any misuse or damage to the confidential information of the Company.
- 9.5. Ownership of, and all right, title, and interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art, work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages ("**Intellectual Property**") developed or created from time to time for the Company or the Group Companies by you, whether before or after commencement of employment with the Company shall vest in the Company.
- 9.6. All Intellectual Property created by you during your employment shall be regarded as having been made under a contract of service with the Company.
- 9.7. In consideration of your employment with the Company, you hereby transfer and assign in favour of the Company, all rights, title and interest in and to all the Intellectual Property created during the term of this Offer Letter, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide, irrevocable and royalty free.
- 9.8. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment insofar as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignments within a period of 1 (one) year from the date of assignment. You further acknowledge and agree that you shall waive any right to, and shall not raise any objection or claim to, the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with the Company in perfecting the Company's rights in the Intellectual Property.
- 9.9. You shall forthwith communicate to the Company and transfer to it on the exclusive basis, the benefit of all inventions, discoveries and improvements which you may make or discover during the continuance of your engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and other employees and the workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish all the necessary plans, drawings and models.
- 9.10. You shall, whenever requested so to do by the Company whether during or after the termination of employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Company may direct and to vest in the Company the whole, right, title and interest therein.

10. TERMINATION

- 10.1. Subject to applicable law, this Offer Letter may be terminated either by you or by the Company by providing 30 (thirty) days prior written notice to the other party, or by payment of gross salary in lieu of notice in case of termination of employment by the Company. By acceptance of this Offer Letter, you hereby waive and disclaim any express or implied covenants to the contrary and you agree that you have not relied on any statements or representations, whether oral or in writing, by any officers, employees or agents of Company concerning a proposed duration or term of employment, grounds and procedures for discharge or termination of employment, or any other terms and conditions of employment except those specifically stated in this Offer Letter. This Offer Letter will automatically be terminated if the employment is not confirmed by the Company after completion of the Probationary Period, however, the termination will not have any affect on the accrued rights of the Company before termination.
- 10.2. In case any disciplinary and /or legal proceeding is pending or contemplated against the Employee, the Company may refuse the Employee's resignation and, in such case, the resignation shall not take effect till the Company accepts it.
- 10.3. The Company may, however, at its sole discretion, opt to relieve the Employee earlier without any liability for payment of any dues for the unexpired period of notice. If Employee tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by Employee in the aforesaid letter of resignation.
- 10.4. If, in the sole opinion of the Company, Employee is unable to carry out the responsibilities and functions of the position held by Employee by reason of any physical or mental impairment for more than 30 (thirty) consecutive days or more than [●] days in any twelve-month period, then, the Company may terminate Employee's employment, subject to applicable law.
- 10.5. This Agreement will terminate forthwith upon the Employee's death and the Company shall not have any further liability or obligation to the Employee, his executors, heirs, assigns or any other person claiming under or through his estate.
- 10.6. The Employee's services may be terminated without any notice or liability whatsoever, for the following inclusive events:
 - a) engaging in serious misconduct;
 - b) habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Employee that prevents him from performing the essential functions of his position;
 - c) committing a serious or persistent breach or non-observance of any condition of your employment;
 - d) conviction for an indictable offence;
 - e) knowingly or repeatedly act in excess of your powers or in contravention of the instructions of the management or the board;
 - f) knowingly or repeatedly fail to perform your duties as set out herein;
 - g) acting with gross or repeated incompetence or negligence to the material detriment of the Company;
 - h) gross or repeated contravention of the provisions of the offer letter; and
 - i) any breach of Company Policies.
- 10.7. You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including

any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment with immediate effect.

- 10.8. If your employment with the Company ceases for any reason, the provisions of this Offer Letter shall not have any further effect except for those provisions which are required to or stated to survive such termination. On termination of your employment, the Company shall not have any further liability to you other than for remuneration, allowances and perquisites that have accrued prior to the effective date of the termination of your employment, which amounts shall be set off against liabilities owed to you by the Company.
- 10.9. Immediately upon termination of your employment, you will return to the Company all property of the Company previously provided to you by the Company, or otherwise in your custody, possession or control.
- 10.10. Notwithstanding any provision of this Offer Letter to the contrary, no termination of your employment for any reason whatsoever shall in any manner operate to terminate, limit or otherwise affect the Company's ownership of any of the rights, properties and privileges granted to the Company under this Offer Letter.
- 10.11. Upon termination of your employment for any reason, you hereby agree that you have no objection to the notification by the Company to any subsequent employer about your rights and obligations under this agreement that survive the termination of this Offer Letter.
- 10.12. Unless the Company requests otherwise, upon termination of your employment for any reason, you shall be deemed to have immediately resigned from your positions with the Company as of your last day of employment. Subject to Section 10.6, upon termination of your employment for any reason, you shall receive payment from the Company on your Termination Date covering all of the following: (i) all unpaid salary accrued through the Termination Date, (ii) any payments/benefits to which you are entitled under the express terms of any applicable Company employee benefit plan and (iii) any unreimbursed valid business expenses. You shall be entitled to no other compensation or consideration except as may be provided in this Agreement.
- 10.13. The Employee hereby agrees that upon termination of this offer letter by either of the Company or the Employee, the Employee shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. The Employee agrees that failure to comply with this Section 10.13 shall be deemed to be criminal breach of trust.

11. DATA PRIVACY PROVISIONS

- 11.1. By accepting this Offer Letter, you consent to:
 - a) the procurement, maintenance and processing of sensitive personal data about you or relating to you by the Company; and
 - b) the worldwide transfer of your personal data by the Company to other employees and offices of the Company's and its affiliates worldwide and to the third parties where disclosure to such third parties is required in the normal course of business or by law.
- 11.2. The reference to information "relating to you" or "about you" includes references to information about third parties such as the spouse and children (if any) of you which you provide to the Company on their behalf. The reference to "sensitive personal data" is to the various categories of personal data identified by applicable data privacy laws as requiring special treatment, including in some circumstances the need to obtain explicit consent. These categories include personal data about

racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health or criminal record.

- 11.3. You will treat any personal data to which you have access in the course of employment in accordance with Company policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment with the Company. You acknowledge and consent to the use of your sensitive personal data in accordance with the privacy policy of the Company.

12. OBLIGATIONS OF EMPLOYEE

- 12.1. You will abide by all of the Company's rules, regulations, policies and procedures framed by the Company from time to time and applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this Offer Letter as if they are specifically incorporated in this Offer Letter. Such rules, regulations may include without limitation matters of attendance, conduct, behaviour, discipline, working hours, leave, holidays and other applicable benefits. You will take steps to be aware of the Company's rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this Offer Letter.
- 12.2. **Conflict of Interest:** During the period of your employment with the Company, you will exclusively serve the Company. You will not engage or become interested, directly or indirectly, without prior written consent of the Company in that behalf, with or without remuneration, in any trade, business, occupation, employment, service or calling whatsoever nor will undertake any activities which are or will be contrary to or conflict with interests of the Company and/or your duties and obligations hereunder; and shall perform your duties and responsibilities with diligence and devotion and shall direct your best efforts to promote the interests of the Company and its operations and all the activities to the extent permitted by law.
- 12.3. **Non-compete and Non-solicit:**
- a) During the term of your employment with the Company and thereafter for a period of [●] years, you shall not, directly or indirectly, in any capacity, including as an employee, consultant, partner, shareholder, except on behalf of the Company:
 - i. solicit, encourage or induce or attempt to solicit, encourage or induce (A) any employee, marketing agent, vendor, partner or consultant of the Company to terminate his employment, agency, contract or consultancy with the Company or any (B) prospective employee with whom the Company has had discussions or negotiations within 6 (six) months prior to termination of your employment, not to establish a relationship with the Company;
 - ii. induce or attempt to induce any current customer to terminate its relationship with the Company, or
 - iii. induce any potential customer with whom the Company has had discussions or negotiations within 6 (six) months prior to termination of your employment, not to establish a relationship with the Company.
 - iv. 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) You confirm and acknowledge that the Company's business is conducted on an international basis, and as such is not geographically limited.

- c) You confirm and acknowledge that each of the covenants contained hereinabove shall be a separate covenant and shall be enforceable separately and independently of any of the other covenants against you and its validity shall not be affected if any of the others is invalid; if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply with such modification as may be necessary to make it valid.
- d) You acknowledge and agree that in the context of the Company's business and your relationship with the Company, the covenants under this Section 12.3 are essential to protect the goodwill and interests of the Company.
- e) You hereby acknowledge that the restrictions under this Section 12.3 are fair and reasonable as to subject matter, geographical scope and duration, and are reasonably necessary to protect the value of the Company and its subsidiaries and associated goodwill.
- f) You further acknowledge that: (i) any breach or threatened or attempted breach of any provision of this Section 12.3 by you would cause irreparable harm to the Company; (ii) monetary damages would not be sufficient or adequate to protect the Company's interests under this Section 12.3; (iii) the Company shall, in addition to all other applicable remedies it is entitled to, shall also be entitled, to prevent a breach of this Section 12.3, to injunctive relief and/or specific performance of this Section 12.3 or other equitable remedy without being required to prove damages or furnish any bond or other security.
- g) You represent that you possess various skill sets which you can deploy once you cease to be an employee of the Company without breaching the restrictions under this Section 12.3 and your experience and knowledge will enable you to earn an adequate living pursuing activities other than in connection with a business similar to that of the Company.

12.4. **Works made for Hire.** You acknowledge and agree that the Company shall be the sole owner of all copyrights, trademarks, patents, patent rights, trade secret rights, and all other intellectual property or other rights that may be in connection with or which may have arisen during course of your employment and that which may be relevant to the subject matter of your employment by the Company. You further acknowledge and agree that any algorithms, designs, know-how, processes, techniques, computer and software programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of the rights, title and interest that you may have with regard to such work. To the extent that your waiver is deemed unenforceable, you grant to the Company the exclusive, perpetual, irrevocable, world-wide and royalty-free right to use, market and modify the work created during the course of your employment without identifying or seeking your prior consent.

12.5. **Assignment of Rights.** You acknowledge and agree that all proprietary information and all copyrights, trademarks, patents, patent rights, trade secret rights, and other rights (including without limitation, intellectual property rights) ("**IP Rights**") anywhere in the world in connection therewith arising from, or created, produced or developed by you, either jointly with others or alone at any time in the course of your employment and involvement with the Company, is and shall be the sole and exclusive property of the Company. You shall irrevocably and unconditionally assign to the Company, and waive in favour of the Company any and all rights, title and interest you may have or acquire in such proprietary information. It is clarified that, this Section 12.5 would be deemed to include all IP Rights in relation to the business of the Company created by you prior to the date of this Offer Letter, unless you are bound by any other contract entered into prior to signing of this Offer Letter.

12.6. You shall retire from services of the Company on the last day of the month of your [58th] [Fifty Eighth] birthday.

13. DISPUTE RESOLUTION AND GOVERNING LAW

- 13.1. If any dispute arises between you and the Company hereto during the term of this Offer Letter or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Offer Letter or regarding a question, including the questions as to whether the termination of your employment has been legitimate, you and the Company shall endeavour to settle such dispute amicably.
- 13.2. In the case of failure by you and the Company to resolve the dispute in the manner set out above within 30 (thirty) days from the date when the dispute arose (or such longer period as you and the Company may agree to in writing), the dispute shall be referred to a sole arbitrator, appointed by the Company. The arbitration shall be held in [●] under the Arbitration and Conciliation Act, 1996 as amended from time to time. The proceedings of the arbitration shall be conducted in the English language. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by you and the Company in the manner decided by the arbitrator.
- 13.3. The arbitrator's award shall be substantiated in writing and you and the Company shall submit to the arbitrator's award which shall be enforceable in any competent court of law.
- 13.4. The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Subject to and without prejudice to Section 13.2 above, you agree and acknowledge that the courts at [●] shall have the exclusive supervisory jurisdiction to provide equitable relief or to enforce any award.

14. REMEDIES ON BREACH

- 14.1 Employee agrees that upon a material breach of this Agreement by the Employee and failure by Employee to rectify such breach within the cure period of [●] days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Employee shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.
- 14.2 The Employee agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Employee expressly waives the defense that damages are sufficient alternate relief to an injunction and the Employee confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favour of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Employee as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).
- 14.3 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

15 MISCELLANEOUS

- 15.1 This Offer Letter and the Company Policies supersedes, terminates, and replaces any and all other agreements or statements between you and the Company relating to the subject matter hereof and constitutes the entire understanding between you and the Company in relation to your employment with the Company.

15.2 All notices hereunder shall be given to you and the Company at their respective addresses set forth below.

If to you:

Address :
Attention :
Telephone :
PAN :
Email :

If to the Company:

Address :
Attention :
Telephone :
Email :

You shall notify the Company within 15 (fifteen) days of the change of your address, which will be considered as your relevant address for the purposes of this Offer Letter. Any communication sent to you by the Company on the last notified address shall be deemed to be duly served notwithstanding the fact that you may have changed his address and other contact details. Any notice, direction or other instrument required or permitted to be given under this Offer Letter shall be deemed to have been validly and effectively given on the recorded date of delivery or receipt.

- 15.3 You agree and acknowledge that all the remedies provided under this Offer Letter are cumulative and not alternative. The recourse by the Company to one remedy shall not preclude it from seeking another remedy available to it under this Agreement or under applicable laws.
- 15.4 You agree and acknowledge that you shall not make any representation on behalf of the Company or make alterations to any of the policies, instructions and procedures of the Company you are expressly authorized by the Company in this behalf.
- 15.5 You undertake that you shall not seek membership of any local or public bodies without obtaining the prior written permission from the Company.
- 15.6 Each covenant contained in this Offer Letter shall be construed as a separate covenant and if one or more of the covenants is held to be against public interest or unlawful or in any way an unreasonable restraint of trade, the remaining covenants shall continue to bind you.
- 15.7 If any covenant contained in this Offer Letter would be determined as void but would be valid if the period of application were reduced or if some part of the covenant were modified, the covenant in question shall apply with such modification as may be necessary to make it valid and effective.
- 15.8 You shall be bound by all the general terms and conditions applicable to employees of the Company under the applicable law and the Company's policies, instructions and procedures.
- 15.9 You agree that the provisions of this Offer Letter are reasonable in view of the nature of the Company's business and the high degree of sensitivity of your employment with the Company given the nature of the duties and responsibilities and the information and other details that you will have access to while in the employment of the Company. You also agree that your employment by the Company and salary and benefits under this Offer Letter are sufficient consideration for the covenants and other obligations contained in this Offer Letter.
- 15.10 The provisions of Section 9 (*Confidentiality and Intellectual Property*), Section 11 (*Data Privacy Provisions*), Section 12.3 (*Non-compete and Non-solicit*), Section 13 (*Dispute Resolution and Governing Law*), Section 15 (*Miscellaneous*) shall survive the expiry or termination of this Offer Letter.

- 15.11 You acknowledge that the services to be rendered as per the term of this Offer Letter are unique and personal. Accordingly, you shall not be entitled to assign any of your rights or obligations under this Agreement. However, the Company is entitled to assign its rights and obligations herein in whole or part to any of its parent, subsidiary or affiliated entities
- 15.12 This Agreement may be supplemented, amended, or modified only by the mutual agreement between you and the Company. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by you and the Company, provided that the policies of the Company may be amended in the manner stipulated in such policies; further provided that Annexures A, and B can be amended by the Company by written notification to you of the amendments.
- 15.13 The terms and conditions contained herein are fully understood, acknowledged and agreed to by you.

16 ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of this offer by signing and returning the duplicate copy of this Offer Letter with our attention within [●] business days of the date of this Offer Letter.

On behalf of the Company, I sincerely hope you find the terms of this offer to be attractive. My colleagues and I have been greatly impressed by your calibre and special skills and we look forward to receiving your acceptance and to working with you in the development of the Company, and seeking ways for you to secure the necessary stimulation and advancement.

For [●]

Mr. [●]
Director

ACCEPTANCE OF EMPLOYEE

I, [●], have read and understood the above Offer Letter and Compensation Package (Annexure B) relating to my services and employment and the same is acceptable to me.

[●]
Place: [●]
Date:

ANNEXURE – A

DUTIES AND RESPONSIBILITIES OF THE EMPLOYEE

The Employee shall be providing the services in the capacity of [●], and shall be performing the duties as may be assigned to him from time to time

ANNEXURE - B

COMPENSATION PACKAGE

You will be entitled to the following compensation:

	Yearly (INR)	Monthly (INR)
CTC (Fixed)		
Basic Salary		
House Rent Allowance		
LTA		
Special Allowance		
Employee PF		
Employer PF		
Gratuity		
Total (FIXED)		
Performance based bonus	Up to a maximum of 10% on CTC (Fixed)	
TOTAL CTC (INR)		

Payment of all the above components will be as per company policies and is subject to applicable tax and statutory deductions, if any.

