

APPOINTMENT LETTER

24/04/2021
A14102

Dear KATTAMURI PAVAN KUMAR,

With reference to your application and the interviews you had with Assort Staffing services (P) Ltd., we are pleased to appoint you as **FIELD SALES ASSOCIATE** effective 19/04/2021 in accordance with the terms and conditions contained in this appointment letter.

1. APPOINTMENT

You are appointed to the position of **FIELD SALES ASSOCIATE** from 19/04/2021. Your appointment is exclusively for our client **Gyankaar Technologies Private Limited** (*hereinafter referred to as “Pagarbook” or the “Principal Employer”*) and therefore, you shall be deputed at the project site of Pagarbook at GYANKAAR TECHNOLOGIES-PAGAR BOOK-ANDHRA PRADESH. You shall be on training for a period of 15 (fifteen) days commencing on the Appointment Date (“**Training Period**”). Your employment with the Company is subject to satisfactory discharge of duties during the Training Period. Upon successful completion of Training Period, you shall be on probation for a period of 03 (three) months calculated from the Appointment Date (“**Probation Period**”). You hereby accept employment, to the exclusion of all other employment, on the terms and conditions contained herein.

During your employment with the Company, the Company shall reserve the right to depute you on any assignment or to any of the offices/departments of (i) the Company; or (ii) associate companies'/group companies whether existing or to be set up; or (iii) any client of the Company, whether in the same town/city or anywhere in India or abroad on the same terms and condition of the employment at the sole discretion of the Company.

2. REMUNERATION

Your annual compensation (COST TO COMPANY) shall be **INR 300000.00** /-. The details pertaining to the Compensation and other benefits to be provided to you are set out as **Annexure “A”** hereto.

Any salary or other payments to be made or to be credited to the employee shall be subject to such deduction and withholdings or tax or otherwise as the Company may be mandated or required to do so whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effects.

The Payment Cycle of the Company runs from 21st day of the month to 20th of the succeeding month and Compensation shall be paid to you on or before the last date of the month or within two days of receipt of the Compensation from the Principal Employer to the Company, whichever is later. Your compensation as decided

by the Company may be reviewed annually subject to the discretion of the Company. Salary increments will be based on your work performance and shall not be considered as matter of right or routine.

3. REPRESENTATION, WARRANTIES AND COVENANTS

Your appointment is solely based on your representation regarding your qualifications and experience, which the Company has relied upon. In case, at any point in time, your representation regarding your qualification and experience is found to be incorrect, you shall be liable for immediate termination without notice and without prejudice to all other rights of the Company. Further, you shall indemnify and hold the Company and the Principal Employer harmless for any losses that may be endured by the Company and/or the Principal Employer due to such misrepresentation. By signing this letter, you also irrevocably consent to the Company initiating all necessary background checks as may be required during the course of your employment, either by the Company or the Principal Employer or through any third party.

4. WORKING HOURS

- a. The Company has a six (6) day work week for all staff and management employees. However, your working hours can vary depending upon the Company/Principal Employer's Policy.
- b. Actual work timings and shifts may vary from time to time and you will be required to work as per the work timings notified to you by the Company/Principal Employer, which will be warranted by the exigencies of the business.

5. PROTECTION OF BUSINESS INTEREST OF THE COMPANY AND THE PRINCIPAL EMPLOYER

- a. In order to protect the business and interest of the Company and the Principal Employer, you hereby covenant, promise and undertake that You shall not at any time during Your employment with the Company and for a period of two (2) years after cessation of Your employment, engage, directly or indirectly, whether as owner, promoter, director, shareholder, consultant, retainer, advisor, employee or in any other manner, in any business, conduct or action:
 - i. that uses any trademark, name or nomenclature used by the Company and/or the Principal Employer at any time or any other name that is intended or like to cause confusion with any name used by the Company and/or the Principal Employer; or
 - ii. that involves the unauthorized use, disclosure or exploitation of any proprietary or Confidential Information or data of the Company and/or the Principal Employer.
 - b. You agree and acknowledge that the business of the Company and the Principal Employer is based on integrity and trust and therefore maintenance of ethical principles and standards of conduct is imperative. Accordingly, you shall never engage in or encourage any disparaging or slanderous acts, comments or remarks against the Company and/or the Principal Employer which may result in the erosion of the business interest or the loss of reputation and image of the Company or the Principal Employer and or their business and affairs.
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- c. By conveying your acceptance to the terms and conditions detailed in this Appointment Letter, you agree and acknowledge that the provisions of Clause 6(a) and 6(b) are reasonable and agreed upon by you for the purpose of protecting the business and goodwill of the Company and the Principal Employer and that accordingly, these benefits hereof may be assigned by the Company to its successor in title or interest without Your consent whatsoever. You also confirm that the payment by the Company of the compensation amount to you constitutes sufficient consideration for you to agree to such conditions of employment.
- d. All other rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment in the form of the **Assort Staffing Services (P) Ltd.** Employee Manual and you shall duly comply with and adhere to the same. These may be modified from time to time and will be notified to you or by a Company-wide memorandum.

6. CONFIDENTIALITY OBLIGATIONS AND DATA PROTECTION

- a. For the purpose of this Agreement, the term “**Confidential Information**” means all information, oral or written and whether labeled as confidential or not, that is not generally known and which is obtained from the Company and/or the Principal Employer, learned, discovered, developed, created or conceived by You during the Term of the employment. The term Confidential Information shall include, but shall not be limited to:
 - Technical Information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, research projects, discoveries, algorithms, product information, research and development information, notes, memoranda, ideas, design, analyses, compilations, studies, and other business documents.
 - Technical know-how, trade secrets, trademarks, trade design, patent, copyright and other intellectual property rights (“Intellectual Property”)
 - Business Information: pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans, customer lists, customer information, supplier lists and information, distributors lists and information, the fact and content of the communications and discussions between; (i) the Company and You; and (ii) the Principal Employer and you relating to provision of services.
 - Confidential Information shall also include any other information of the Company or the Principal Employer which is to be kept confidential.
 - b. Confidential Information does not include any information which:
 - was lawfully in your possession at the time of disclosure to you and which You acquired otherwise than from the Company or the Principal Employer;
 - was otherwise generally known in the public domain at the time of disclosure to You;
 - becomes generally known in the public domain other than as a result of the breach of this Agreement by You;
 - is required to be disclosed by law or regulation, provided that You request confidential treatment of
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- such Confidential Information to the extent permitted by law, when such disclosure is requested or required by any court of competent jurisdiction or when required by the laws or regulations of any competent jurisdiction; or
- is independently developed by You without the use of or reference to the Confidential Information.
- c. **Obligation to Protect Confidential Information:** During the Term of this Agreement and any time after the termination of this Agreement, you irrevocably undertake for the benefit of the Company that:
- the Confidential Information will be kept safe in a secure place and properly protected against theft, loss and unauthorized access;
 - the Confidential Information will be treated as confidential and You will limit the disclosure to the maximum extent possible and Confidential Information will not, without the prior written consent of the Company or without the prior written consent of the Principal Employer (as the case maybe) be disclosed by You to any other third party, except as required in the lawful performance of Your duties to the Company and/or the Principal Employer; and;
 - You acknowledge that the Confidential Information shall remain the Company's or the Principal Employer's sole property (as the case maybe) and its disclosure shall not confer on You any rights over the Confidential Information whatsoever. On the Company's written request, you shall use reasonable endeavors to return to the Company the Confidential Information in whatever form in Your possession, and You shall delete and remove all Confidential Information from any database or document retrieval system into which it may have been placed.
- d. Notwithstanding the provisions hereof, You may disclose Confidential Information of the Company pursuant to a request or order made pursuant to applicable law, regulation or legal process, provided that (i) You serve upon the Company prompt notice of such request or order so that the Company has ample opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such request or order, (ii) You provide the Company with all reasonable assistance (at the Company's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (iii) You disclose only such portion of the Confidential Information as is either permitted by the Company or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Company.
- e. During the normal course of business, it may be imperative to record/ monitor all calls made by you for assessing work quality, as applicable. This clause by no means would impede upon your working ability/ capacity and should be taken in light of Company and/or the Principal Employer's procedures and policies.
- f. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you hereby further agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
- g. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this clause, the Company and/or the Principal Employer will be subject to irreparable harm, which will not be adequately compensated by damages and You therefore agree that the Company and/or the Principal Employer (as the case maybe) shall be entitled to injunctive relief and /or any other
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remedies permitted, to ensure and enforce Your compliance with these obligations in the event You do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company and the Principal Employer.

- h. The Company and/or the Principal Employer may require you to sign a separate Non-Disclosure Agreement/Confidentiality Agreement/Secrecy Undertaking which shall be duly executed by You to the satisfaction of the Company and/or the Principal Employer.
- i. You shall not directly or indirectly, engage in or assist others to engage in, any activity or conduct that violates the provisions of this Clause. Upon cessation of Your employment with the Company or any time on the written notice to You, the Company can procure either (i) the return to the Company, of all Confidential Information held by You (without keeping any copies, extracts or other reproductions thereof, except as required by any applicable law or regulation) or (ii) except as otherwise required by applicable law or regulation, the destruction of the same and, in either case, You will, on written request, provide the Company with a declaration made after due and careful enquiry and signed by a duly authorized officer of the Company certifying that You have complied with Your obligations under this clause.

7. WORK PRODUCT

- a. You represent and warrant to the Company and the Principal Employer, that all the work that is performed by You on behalf of the Company and/or the Principal Employer, and all work products that is produced, including but not limited to software, documentation, memoranda, ideas, designs, inventions, processes and algorithms (“**Work Product**”), will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of the former employers or of any other third party.
 - b. You will promptly disclose to the Company or the Principal Employer (as the case maybe) all Work Product developed by You within the scope of employment with the Company or which relates directly to, or involves the use of, any Confidential Information, including but not limited to all software, concepts, ideas and design, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other writings or tangible things of any kind.
 - c. You acknowledge and agree that all Work Product which is made by You (solely or jointly with others) within the scope of your employment and which is protected by copyright is being created at the instance of the Company and/or the Principal Employer (as the case maybe) and is "work made for hire".
 - d. You assign to the Company or to the Principal Employer (as the case maybe) all of rights, title and interest (including but not limited to all patents, copyright and trade secret rights) in and to all Work Products prepared by You, whether patentable or not, made or conceived in whole or in part by You within the scope of Your employment with the Company, or that relates directly to, or involve the use of Confidential Information. You will execute all documents, all documents reasonably requested by the Company or the Principal Employer to further evidence the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) and the Principal Employer in perfecting or protecting and or all of the Company's rights or the Principal Employer's rights in the
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Work Product.

8. NON-SOLICITATION

You agree that during the period of your employment with the Company or any of its affiliates and during the one (1) year period after the termination of your employment whether voluntary/ involuntary termination with the Company, you shall not solicit or induce,

- a. Any officer, director, employee, agent or consultant of the Company or any of its successors, assigns or affiliates to terminate his/her or its employment or other relationship with the Company or its successors, assigns or for the purpose of associating with any directly or indirectly competing business, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Company or its successors, assigns or affiliates, for any other reason or (ii) hire any individual who left the employment of the Company or any of its affiliates during the immediately preceding one-year period.
- b. Any clients, investors, financing sources or capital market intermediaries of the Company or its successors, assigns or affiliates or (ii) any consultants then under contract to the Company or its successors, assigns or affiliates for the purpose of associating with any directly or indirectly competing business, or otherwise encourage such investors, financing sources, capital market intermediaries or consultants, to terminate (or diminish in any respect) his, her or its relationship with the Company or its successors, assigns or affiliates, for any other reason.
- c. Any officer, director, employee, agent or consultant of the Principal Employer or any of its successors, assigns or affiliates to terminate his/her or its employment or other relationship with the Principal Employer or its successors, assigns or for the purpose of associating with any directly or indirectly competing business, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Principal Employer or its successors, assigns or affiliates, for any other reason or (ii) hire any individual who left the employment of the Principal Employer or any of its affiliates during the immediately preceding one-year period.
- d. Any clients, investors, financing sources or capital market intermediaries of the Principal Employer or its successors, assigns or affiliates or (ii) any consultants then under contract to the Principal Employer or its successors, assigns or affiliates for the purpose of associating with any directly or indirectly competing business, or otherwise encourage such investors, financing sources, capital market intermediaries or consultants, to terminate (or diminish in any respect) his, her or its relationship with the Principal Employer or its successors, assigns or affiliates, for any other reason

9. Non disparagement

You agree and acknowledges that, you shall not, at any time after signing this Appointment Letter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company, or any of its subsidiaries or affiliates or the Principal Employer or their respective officers, directors, promoters, founders, employees, advisors, businesses or reputations. You acknowledge that this clause shall survive for 06 (six) months post termination of this Appointment Letter and in the event there is any breach of this term and

confidentiality clause, the Company shall have the right to seek injunctive relief against you from a court of competent jurisdiction and shall also have a right to claim liquidated damages for an amount upto Rs.1,00,00,000/- (Rupees One Crore Only) against you.

10. EXCLUSIVITY

During the term of your employment with the Company, you shall not engage yourself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly, as long as You are employed with services of the Company. You shall not engage Yourself directly or indirectly in any other profitable business connected with the dealings or activities of the Company in any way. Any failure on Your part to comply with the above instructions would render Your services liable for termination notwithstanding any other conditions in the Employment Agreement.

11. TERMINATION OF EMPLOYMENT

- a. You shall be under training for a period of 15 (fifteen) days commencing on the Appointment Date. Your employment with the Company is subject to satisfactory discharge of duties during the Training Period. In case of pertinent instructions from the Principal Employer, arising out of your non-performance (as per specification/instruction provided) during the Training Period, the Company shall have the right to forthwith terminate your services prior to expiry of Training Period without providing any notice for such termination. It is hereby clarified that in case of termination of your association with the Company prior to expiry of Training Period, You shall not be entitled to receive any payments/remuneration in any manner from the Company with respect to your work done during the Training Period. Upon completion of your training Period, based upon your performance the Company will at its sole discretion or as per appropriate instructions from the Principal Employer, either terminate your services or confirm your employment with the Company.
 - b. In case of confirmation of your employment with the Company pursuant to successful completion of Training Period, you shall be on probation for a period of 03 (Three) months calculated from the Appointment Date. The confirmation of your employment with the Company shall also be subject to successful completion of Probation Period. Your performance shall be review by the Company immediately prior to the completion of the Probation Period and in case your work and conduct are found to be satisfactory then your employment with the Company shall be confirmed in writing. In the event your performance in the Company during the Probation Period is not found to be satisfactory, the Company may at its sole discretion or upon appropriate instructions from the Principal Employer, either extend the Probation Period for a period not exceeding 03 (three) months or terminate your services without proving any notice for such termination.
 - c. Post completion of the Probation Period, either Party may terminate the employment by giving the other party a written notice of not less than 30 (thirty) days or salary in lieu thereof. In case, you terminate the employment without serving proper notice or paying wages in lieu thereof, the Company reserves the right to adjust the notice pay from your full and final settlement.
 - d. In the event of termination of your services arising out of disciplinary proceedings, the Company shall have the right to terminate your employment forthwith and without providing any notice. Further, the Company may upon appropriate instructions from the Principal Employer with respect to termination of your services, immediately terminate Your employment without any compensation or notice thereof, if You are in material breach of Your responsibilities which breach either (i) is incapable of remedy; or (ii)
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if capable of remedy, has not been remedied by You for at least 5 (five) days after receipt of such notice from the Company. Such material breach would include (a) Your failure to comply with or committing breach of provisions contained in any of the provisions of this Employment Agreement or Annexures hereof; (b) breach by You of any provisions of the Company rules and regulations or policies as listed under the Contractor Name Employee Manual; or (c) any professional misconduct or commission of actions which are not in the interest of the Company or the Principal Employer. In addition to terminating your services for such material breach, the Company and/or the Principal Employer (as the case maybe) shall be entitled to recover from you the losses sustained by the Company or the Principal Employer attributable directly or indirectly to your actions. For the purposes of this clause, material breach and professional misconduct includes but is not limited to:

- i. engaging in serious misconduct;
 - ii. committing a serious or persistent breach or non-observance of any condition of your employment;
 - iii. conviction of an indictable offence;
 - iv. knowingly or repeatedly acting in excess of your powers or in contravention of the instructions of the management of the Company and/or the Principal Employer;
 - v. knowingly or repeatedly fail to perform your duties as set out herein;
 - vi. act with gross or repeated incompetence or negligence to the material detriment of the Company and/or the Principal Employer;
 - vii. are in violation of the Company policy on discipline or prevention of sexual harassment at workplace;
 - viii. indulging in any willful or intentional act that may have the effect of injuring the reputation, organizational culture or business relationships of the Company and/or the Principal Employer;
 - ix. breach of your confidentiality obligations.
- e. In the event of Your continuous absence for a period of 7 (seven) working days or more, without formal request or permission from the management of the Company, you shall be deemed to have left and relinquished Your employment with the Company.
- f. Upon termination or cessation of Your employment for any reason whatsoever, or at any other time as the Company may request, You shall immediately return to the Company or the Principal Employer (as the case maybe) all material(s) belonging to the Company or the Principal Employer which is in Your possession including any of the documents, files, memoranda, notes, plans, records, reports etc. belonging to the Company and/or the Principal Employer whether they are stored manually or electronically, and including all computer hardware and software, any mobile telephone or other electronic equipment and all Confidential Information as defined herein which is in Your possession.

12. RETIREMENT

You will be retired from employment on attaining superannuation age of 58 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill health as certified by the medical officer/medical practitioner nominated by the Company. **GOVERNING LAW**

The terms of this Appointment Letter shall be construed and governed according to the laws of India and the Courts at Bangalore shall have sole jurisdiction.

13. GENERAL PROVISIONS

- a. During and following your employment with the Company, you shall indemnify the Company from and against any claim, loss or cause of action arising from or out of your performance as an officer, director or employee of the Company or any of its subsidiaries or in any other capacity.
- b. You will keep the Company informed of any change in your residential address, Your family status or any other personal particulars relevant to Your employment.
- c. You shall be bound by the Company Policy for the time being in force and as varied from time to time.
- d. The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to You. You will be personally responsible for Your tax liabilities and other dues. The Company shall also be entitled to deduct any other sums as may be recoverable from You from time to time.
- e. The terms of this offer detailed above are strictly confidential and should be treated as privileged information between You and the Company.
- f. These are existing terms and conditions for Your employment and are subject to change from time to time as may be decided by the Company. Any changes will be intimated to You in writing or through email to Your official email id or by way of notice affixed to the Company's notice board and You shall be obliged to comply with the same.

14. CODE OF CONDUCT

- a. You will devote your whole time and attention to the interest of the company and will not engage yourself in any other work either paid or in honorary capacity.
 - b. You will be bound by the certified standing orders, rules, regulations and office orders in force and framed by the company from time to time in relation to your service conditions, which will form part of your service conditions, which will form part of your terms of employment.
 - c. If at any time in our opinion or upon appropriate instructions from the Principal Employer in relation to your conduct, which is final in this matter, you are found to be a guilty of fraud, dishonesty, disobedience, disorderly behavior, gross negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or the interest of the Principal Employer or of violation of one or more terms of this Appointment Letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company and/or the Principal Employer shall be entitled to recover the damages from you.
 - d. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management.
 - e. This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit
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Regd Office : 702 – Wellington Business Park 1, Near Marol Naka Metro Station, Asan Pada Rd, Marol,
Andheri East, Mumbai – 400059. **Ph. No.** : 022 4921 3100, **Website:** www.assortstaffing.com,
Email: info@assortstaffing.com, **CIN No.** : U74999MH2016PTC282542

in its sole discretion, including termination of your employment.

- f. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
- g. You are required to deal with money, material and documents belonging to the Company and/or the Principal Employer with utmost honesty and professional ethics. Violation of this practice shall be punishable with termination/ dismissal or service.

You have acknowledged and agreed that you are accepting this Letter voluntarily and without any duress or undue influence by the Company or anyone else and that you have carefully read and fully understood, all the provisions of this Letter, and knowingly and voluntarily accepted this Letter.

Please sign the duplicate copy of this appointment letter and return to us as your acceptance of the Employment Agreement. Please also submit the documents as mentioned above on the date of your joining.

Acceptance of this appointment letter can be provided on email @ myhr@assortstaffing.com

With warm regards,

Terms & conditions Accepted



Employee Signature

(Authorized Signature)

KUMAR . .

For ASSORT STAFFING SERVICES (P) LTD.
ASSOCIATE

Name : KATTAMURI PAVAN

Designation : FIELD SALES
