

Appointment Letter

Dear Raj Jain

Congratulations! We take immense pleasure in appointing you a position as Assistant Manager at Channelplay Limited.

We welcome you to be part of this close knit family. You are joining a group of colleagues who are smart, passionate about what they do, and have impeccable integrity. We are all in this together to learn, to perform, and to grow; both as individuals and professionals. Over time, as you prove that you share the above values with us, we assure you a phenomenally rewarding career.

We hope your decision to work with us is just the beginning of a wonderful mutually enriching experience.

The details of your employment are as follows.

Full Name	Raj Jain
Employee Code	261123
Designation	Assistant Manager
City	Sehore
Grade/Band	N1/Band 1
Type of Employment	Permanent
Term of Employment	01-08-2022 Onwards
Fixed Annual Cost to Company	360000
Annual Performance Linked Variable Pay	40000
Total Cost to Company	400000
Notice Period	60 days
Probation Period	6 months
Probation Notice Period	30 days
Other Perks	Expense reimbursements as per policy - 101216 - APB TSM Sales Force
	Life, Disability & Medical Insurance

Please refer to the following pages for important details about your employment. It is mandatory that you read them and acknowledge your acceptance below for this offer of employment to be considered valid.

Annexure 1 to Appointment Letter: Compensation Details

Annexure 2 to Appointment Letter: Terms & Conditions of Employment

Once again, congratulations! We look forward to you building an awesome career with us.

Sincerely,



Authorised Signatory
Channelplay Limited

Appointment Accepted with Terms & Conditions:



Signed: Raj Jain
Date: 1/8/2022

Annexure 1 to Appointment Letter: Compensation Details

	Heads	Monthly	Annual
1	Emoluments		
A	Basic Pay	17150	205800
B	Bonus	1429	17148
C	House Rent Allowance	7500	90000
D	Special Allowance	1971	23652
2	Company Contributions		
E	Provident Fund	1800	21600
F	Employee State Insurance	0	0
G	Govt Operational Charges	150	1800
3	Employee Deductions		
I	Provident Fund	1800	21600
J	Employee State Insurance	0	0
K	Medical & Life Insurance*	0	0
4	Gross Pay (A+B+C+D)	28050	336600
5	Fixed CTC (4+E+F+G)	30000	360000
6	Net Take Home (4-I-J-K)	26250	315000
7	Variable	3333	40000
8	TCTC (5+7)	33333	400000

Sincerely,



Authorised Signatory
Channelplay Limited

Appointment Accepted with Terms & Conditions:



Signed: Raj Jain
Date: 1/8/2022

Channelplay Limited

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 ■ contact@channelplay.in ■ hr-helpdesk@channelplay.in
 ☎ + 91 124 - 4720100

CIN: U74140HR2007PLC073730

● www.channelplay.in

Annexure 2 to Appointment Letter: Terms and Conditions of Employment

1. Duties and Responsibilities

You shall work in the best interest of the company. Your duties include, but are not limited to the following:

1. Working within company's Code of Conduct and operative policies as laid down from time to time. The company has clearly stated policies on working hours, leave, transfer, reimbursement, usage of company's assets, rights to raise purchase requests from vendors etc. You shall follow them in letter and spirit.
2. Diligently completing Jobs/Tasks assigned to you by your supervisor or management.
3. Participating in the growth of the company by taking initiative in bringing opportunities, reducing wastage of money or resources, giving suggestions to improve the working environment.
4. Not engaging in any other work activities not sanctioned by the company including any kind of freelancing, part time or fulltime employment from any other entity during the period of your tenure with the company.

2. Confidentiality

You shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation, or other entity in any manner whatsoever, any information concerning any matters affecting or relating to the business of employer, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operation, its contractors for procurement of its product, its plans, processes, employee details, sales figures, profit margin, website functioning, development tools, software know-how, government authority proceedings or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important. You shall also not disclose any knowledge, information, trade secrets, strategies, business plans, and business models of the employer or its customers gained or accessed during the tenure of his/her employment with the employer or/by attendance in a workshop, training, presentation organized by the employer or vendors, clients or partners of the employer.

For the purpose of avoidance of doubt, any information that has not been explicitly put in the public domain by the employer or its client or any government authority is to be considered confidential information. This clause is applicable in perpetuity and has no expiry period.

3. Intellectual Property Rights

Any process, strategy, solution, drawing, design, copyright, patent, trademark or the like developed by you in the course of your employment with the company shall be the sole property of the company. Any modification or amendment to such process, strategy, solution, drawing, design, copyright, patent, and trademark shall also always be the sole property of the company. In case the company at any time applies for the registration of such process, strategy, solution, drawing, design, copyright, patent, trademark, you shall extend your full support and cooperation for the same.

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4. Probation Period

You will be on probation for a period as mentioned on the appointment letter starting from the date of your joining. Upon satisfactory completion of probation period, your services will stand confirmed, subject to a formal written approval from the authorized representative of the company. Your probation period may be extended for such period as may be deemed fit by the management of the company and such extension, if any, shall be binding upon you. During the probation period, either party may terminate this employment by serving a written notice period as indicated on the appointment letter as well.

5. Compensation & Reimbursement of Expenses

During the tenure of your employment the company shall pay you a salary as described in **Annexure-1**. Your compensation package may be revised periodically based upon your performance review. The compensation package is strictly confidential.

You may be paid a performance linked variable pay, or incentive, if and as mentioned in your appointment letter. The variable pay may be paid partially or fully depending on your achievement of the performance criteria defined by management and duly communicated in writing or through a software system. No variable pay is payable if no performance criteria are defined, and variable pay is only payable if you serve the full length of the period for which the performance criteria are defined.

Any tax or similar levy related to remuneration payable to you is your liability. The company will deduct Tax at Source as per applicable regulations.

Eligible expenses incurred by you in the course of carrying out your duties as employee of the company shall be reimbursed by the company by way of an expense reimbursement policy and procedure of the company. It should be clearly understood that the policy entitlement is strictly for actual expenses incurred and is not a source of additional income for you.

6. Deputation, Transfer and Relocation

The company may, at its discretion, depute you to any subsidiaries of the company or to any subsidiaries of the holding company of the company or transfer you to or from any of the company's departments, branches or locations to another department, branch or location.

7. Retirement or Appointment Expiry

You will retire from the employment of the company at the end of the month in which you attain 60 years of age unless an extension is provided by the company in writing. The company does not provide any retirement benefits.

If an end date has been mentioned in your appointment letter, unless an extension is provided in writing, you will automatically stand relieved on such date subject to satisfactory completion of your duties and obligations upon discharge from company as mentioned elsewhere in this document.

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8. Resignation

You shall have the right to resign from the company by giving written notice and subsequently serving the applicable notice period mentioned in your appointment letter. The company does not provide waivers to the notice period except when force majeure circumstances make serving of such notice period impossible or too difficult. The company does not allow the use of earned & casual leaves, if any, against the notice period. If you avail any earned leaves during your notice period, your last working day shall accordingly get extended by the number of days of earned leaves availed by you during such period. Failure to serve the applicable notice period would be considered a violation of your employment terms.

Your relieving from the company will be subject to complete and formal handover of all assignments, proper transitioning and knowledge transfer.

9. Termination

The company shall have the right to terminate your employment at any time by giving a written notice and providing you the applicable notice period mentioned in your appointment letter.

Termination due to Ethical/Moral Breaches or Disciplinary issues

The company shall have the right to immediately terminate your employment without liability for compensation/salary or damages upon the happening of any the following events:

1. If the employee is found to have provided any incorrect or misleading information during the interview or joining process
2. If a background check reveals any past unprofessional, unethical, or immoral behaviour or material inconsistencies in the information provided to the company
3. If the employee is convicted of any criminal offense other than an offense which is reasonable for waiver in the opinion of the company.
4. If the employee discloses any information, data, trade secrets which are not to be disclosed as mentioned in confidentiality clause of your Offer letter.
5. If the employee makes any remarks of indecent or threatening nature or spreads/participates in rumors which make the working environment unhealthy for a co-worker or disrupts the normal work of the company.
6. If the employee harasses or discriminate against any co-worker on the grounds of gender, religion, caste, sexual orientation or other such matters.
7. If the employee demonstrates insolence, impertinence, rudeness or misbehavior towards any colleague, client, visitor or public servant inside the work premises or outside where such act relates to employment.
8. If the employee deliberately makes a false complaint or report against any employee.
9. Carrying or being in possession of any weapon or narcotics or other prohibited substances inside the work premises.
10. If the employee is found under the influence of alcohol or narcotic substances while at duty.
11. If the employee is found guilty of stealing, misusing or misappropriating company's property or funds including submitting fake bills for reimbursement claim.
12. If the employee undertakes a financial transaction on behalf of the company or its clients for which they have not been explicitly authorized in writing.

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13. Misconduct or willful neglect in the discharge of duties. Habitual absence from work without leave, habitual late attendance or leaving of work before the scheduled time, habitual inefficiency, carelessness and defective work causing quality or quantity of work to suffer.
14. If the employee fails to obey authorized and reasonable instructions of supervisor or company's authorized representative or fails to follow norms/rules as per the company's policies communicated to them on joining or any changes/amendments in rules given in writing from time to time.
15. If the employee does any act or omission by virtue of which the company suffers a reasonably avoidable loss in the business.
16. If the employee remains absent from duty for more than 5 days without any intimation or approved leave.
17. If the employee strikes work or incites others to strike work in contravention of the provisions of any law. The term "striking work" includes work-to-rule, sit-down and / or stay-in strike, pen-down strike and sympathetic strike.
18. If the employee is part of an activity or makes a statement to any person or in public which is prejudicial to the interest of the company.

Termination due to Poor Performance

The company shall have the right to terminate the employee by providing the applicable Notice Period or Compensation in lieu of the Notice Period if the employee is unable to perform his/her duties at the expected level of performance.

Termination due to Business Exigencies

The company shall have the right to terminate the employee by providing Notice Period or equivalent compensation in lieu thereof, if:

1. The post on which the employee was designated no longer exists in the company due to business exigencies.
2. The company decides for any other reason that the employee's employment with the company is no longer required.
3. If a force majeure event renders you unable to perform your services, or renders the company unable to continue to employ you.

Termination due to Medical Reasons

The company shall have the right to initiate terminate the employee by providing Notice Period or equivalent compensation in lieu thereof, if the employee is declared unfit on medical grounds to continue his/her services with the organization for the foreseeable future.

10. Duties and Obligations upon Discharge from Company

You shall, on or before the last date of your employment with the company, hand over all the assets, furniture, fixtures, documents, vehicles, immovable properties etc. of the company in good shape and condition to the authorized person of the company on or before your last date at the company and obtain clearance certificate for the same. Failing in compliance of the above, the value of the non-returned materials shall be adjusted against any dues outstanding towards the employee and the employee will be liable to pay back to company any amount unrecoverable through outstanding dues.

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If you have access to any information belonging to the company or its clients, vendors and partners, you must return all copies of such information and delete and destroy all copies that cannot be returned and should cease from accessing any facilities or software systems that may provide such access in the future.

11. Non-Compete & Non-Solicitation

You shall not at any time during the term of this appointment letter or for a period of one year from the date of discharge from Channelplay:

1. Set up a business of your own in competition with the company and will not pose as a competitor to the company.
2. Solicit business from clients or customers that you were engaged with in service of the company.
3. Hire/offer/persuade a colleague employed with the company to join your new place of employment.

12. Breach of Contract Agreement and Terms

If you are in breach of any terms of this agreement either during the employment or after the employment for a period as specified in respective clauses, the company will pursue all legal remedies for punitive action and to recover from you any damages caused due to the breach of this agreement.

13. Liability

You shall be liable to compensate to the company for the entire loss suffered as to its business and goodwill in the event of the following circumstances:

1. In the event of your indulging in such activities or giving such undertaking or making a statement to a person or in public that is prejudicial to the interest of the company.
2. Exercising the powers possessed by you, by virtue of your holding the position of employment with the company, for your personal profits or gains to the detriment of the company's interest.
3. In the event of stealing, misusing or misappropriating company's property or funds.
4. In the event of your incurring expenses or causing the company to incur expenses which are outside of explicitly defined policy or in violation of defined company procedure as may be informed through training programs or announcements circulated from time to time.
5. In the event you solicit any of the company's employees for terminating their employment with the company or for disclosing the company trade secrets to you or to any third party.
6. In the event you disclose any information, data, trade secrets which are not to be disclosed as mentioned in confidentiality clause of this appointment letter, then you shall be liable to pay any damages relating to disclosure from you as claimed by the employer or any third party on and upon the company.

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14. Dispute or Disagreement

In the event of any dispute or disagreement arising from this agreement or over the interpretation of any of the terms here in above contained or any claim or liability of any party, the same shall be referred to an Arbitrator to be appointed by the Managing Director of the company, whose decision shall be final and binding upon the parties hereto. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration & Conciliation Act, 1996 of any modification or reenactments thereof. The place of arbitration shall be Gurgaon.

15. Effect of Partial Invalidity

The invalidity of any portion of the terms mentioned herein will not and shall not be deemed to affect the validity of any other terms/provision. In the event that any terms/ provision is held to be invalid, the parties agree that the remaining terms/ provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the exclusion of the invalid term/ provision.

I have read and understood all the terms and conditions mentioned in this Annexure 2 to Appointment Letter and accept the same.

Signature:



Name: Raj jain

Date: 1/08/2022