

## Appointment Letter

Dear Mr. Sarang Balankhe,

Insta ICT Solutions Private Ltd. (referred to as IISPL), is pleased to appoint you as a Technical Head (Telecom network services) in the Company (IISPL) with effect from 1<sup>st</sup> Dec 2018 on the following terms and conditions:

**REMUNERATION:** Your Cost To Company will be Rs. 6,00,000/- Per Annum (Rs Six Lacs per annum). Your detailed salary break up will be as listed in Annexure- I enclosed herewith. The prerequisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. In accordance with the standard practice of the company, you are expected to keep your remuneration and other terms & condition of your employment confidential.

**PLACE OF POSTING AND TRANSFER:** Your Initial place of posting will be at Maharashtra circle. However, during the period of your employment, you are liable to be transferred from one unit / department / branch / factory / place to another unit / department / branch / factory / place as per the requirement / discretion of the management in India or abroad either in existence or which may come in existence hereinafter either at the place of the posting or at any place where the Management may establish/ open its branch/ office/ works later on. Upon such transfer, the rules and regulations of service and terms and condition of employment as applicable to such post or at the place of transfer will be applicable to you.

**VALIDITY TERM OF EMPLOYMENT:** During the term of your employment you shall neither seek nor accept to be employed, engaged, and hired by or in any manner whatsoever render services to any third party either in India or abroad whether on deputation or otherwise including WFH(work from home) assignment either part time or full time. This obligation shall be binding on you whether the said third party is engaged is similar business as the Company (IISPL) or otherwise.

**TERMINATION:** You will be on a probation period of six months which can be further stretched up to one year in the stretches of three months each at the sole discretion of the management. Your services may be terminated at any time during the probation period or extended period of probation thereof without giving any reason/notice or payment in lieu of such notice. After confirmation, this appointment is subject to one month notice or payment which is equal to basic salary in lieu thereof. Any dues owned by the Company (IISPL) will be adjusted from your full and final settlement.

**DISCRETION:** Your employment is subjected to your being certified medically fit by a registered medical practitioner as may be required by the Company (IISPL).

**DEPUTATION:** During the period of the Contract, your services could be on deputation at the sole discretion of the Company (IISPL) to any of the Company's (IISPL) Client to do work pertaining to or incidental to such client's business. During the tenure of the deputation, you will continue to be an employee of the Company (IISPL) and your compensation and applicable allowances shall be payable only by the Company (IISPL). In this regards , you shall not be entitled to receive any payments, either as fees, expenses, reimbursement such other allowance, directly from the client to whose site you may be deputed.

**RULES/POLICIES OF THE CLIENTS:** In the day to day functioning or carrying out your responsibilities and duties, you will receive instructions from the Company (IISPL) and will undertake to any suggestions, etc. given by any assigned person(s). You shall be bound to follow the working hours of the organization where you may be deputed to provide services.







**NON-DISCLOSURE:** You shall take care not to disclose or divulge confidential information/trade secrets, etc. belonging either to the Company (IISPL) or to the client that you may come across in the course of your responsibilities discharging to the Company (IISPL) and to the client, to anyone outside the client's organization and you shall use such confidential information only in connection with the services provided by you to such client. Further, you shall not utilize any Confidential Information acquired in consequence of your employment for your benefit or for the benefit of any third party other than the Company (IISPL) or its Client who has disclosed such confidential information or for whom you have created the Confidential Information.

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:** You are employed by the Company (IISPL) on the express understanding that all services provided by you whether at the Company (IISPL) site(s) or on deputation, are being done on behalf of the Company (IISPL) or its clients. Consequently, any and all intellectual property rights (Including but not limited to patents, copyrights, trademarks, etc.) arising therein shall be owned exclusively by the Company (IISPL) or its clients to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the Company (IISPL) or its clients exclusively to ensure that the ownership of all such intellectual property rights vests solely with the Company (IISPL) or its clients, as the case may be.

**LIABILITY:** You shall at no point of time make any claim or assert any right to employment, damage, loss, or compensation of any sort whatsoever against the client. This arrangement of deputation is purely a contractual agreement between the Company (IISPL) and the Client for the time specified. Further upon the lapse of your term of employment with the Company (IISPL) or earlier termination thereof, you shall have no rights or claim against the Company (IISPL) for continued employment and in this regard, the Company (IISPL) does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof. You shall not engage in any act subversive of discipline in the course of your duty for the client either within the client's organization or outside it, and if you were at any time found indulging in such act/s, the Company (IISPL) shall reserve the right to initiate disciplinary action as is deemed fit, against you.

**INDEMNITY:** You shall be responsible for possessing any property of the client entrusted to you in the due discharge of your duties and you shall indemnify the client if there is a loss of any kind to the said property.

### **PENALTIES AND FINES:**

a) In the event of any loss, theft or damage of any of the tools or any material belonging to the client of IISPL or of IISPL itself you authorize IISPL to recover any amount subject to maximum of the cost/replacement cost, as the case may be of such lost tools from all the sums those are/or will be payable to you under this agreement or under any other agreement with IISPL.

b) You agree to pay compensation of an amount which is calculated at the rate of 250/-per day of delay in returning the tools and other material if you don't return it within 7 days of cessation of your employment. In case you don't return company (IISPL) or client's property as mentioned above within 15 days, all your dues against salaries or claims etc. will be forfeited.

In case of absenteeism without prior sanction for more than 7 days, you shall be deemed to have abandoned services of the company (IISPL) without any notice, and accordingly you shall be liable to lose your lien on the job.

**RULES AND REGULATIONS:** During your services with the company, your services will be governed by the applicable model standing orders / rules and regulations / office orders / code of conduct and company policies & procedures etc. framed by the company from time to time. In case of violation or breach of any of the rules, regulations, code of conduct, office orders, policies and procedures etc. or found indulged in any misconduct as

*Handwritten signature*





stated in all above, the appropriate disciplinary action shall be initiated against you in accordance with the applicable legal Acts and laws.

**CORRESPONDENCE:** Your address noted above shall be treated as your address for correspondence. You shall keep the management informed with any change in your postal address, otherwise the last address communicated by you to the company or available in the company's record will be deemed as your postal address for the purpose of all communications from the Management. You will not refuse to accept any communication delivered to you by hand or through registered post or by courier etc. Such refusal will be considered as misconduct.

**STATEMENT OF FACTS:** If during the period of your employment at any time it is found that the information supplied in your application or Bio-data form submitted by you in our company is false, misleading or incorrect wholly or partially, the Management will be at full liberty to terminate your services without giving any notice or payment in lieu of notice.

**SUPERVISION:** You will work under the supervision of such officers as may be declared upon by the Management from time to time. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your potentialities, skill and ability. Also, you shall abide by the instructions and directions issued to you from time to time verbally or in writing by your superiors directly or by pasting a notice on the notice board of the Company. In case you have any reservation about obeying any order it will be obligatory upon you to obey the order first and then represent any grievance to your immediate head. No representation shall however be entertained unless you have carried out the orders given to you.

**RETIREMENT:** You will automatically retire from the services of the company without any notice on your reaching the age of 58 years. The Management reserves the right to retire you from the service at any time if you are found to be medically unfit. The date of your birth communicated by you in the employment form and other proofs submitted in support and admitted by us as correct shall be the basis of calculation of your retirement date from the services of the company.



Authorized Signatory IISPL



Employee Signature

Place: Pune

Date: 1<sup>ST</sup> Dec. 2018

Place: Pune

Date: 1/12/2018



## **Non-disclosure Agreement**

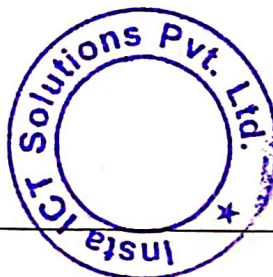
Dear Mr. Sarang Balankhe,

As part of your engagement with IISPL you are to provide the below mentioned undertaking:

1. You will at all times keep confidential any Information which is disclosed to you (whether orally or in writing) or which you otherwise learn about as part of your engagement with the Company (IISPL). This applies whether or not the Confidential Information is specifically marked as confidential, proprietary, sensitive or otherwise.
2. You will not copy, duplicate or reproduce (whether in paper or electronic form) any Confidential Information without the prior written approval of the Chief Operating Officer. All Information (and any copies of it) will remain the property of the Company (IISPL).
3. You will keep any Confidential Information and all related notes in physical form in a locked drawer or cabinet when not in use. You will comply with the Company (IISPL)'s notified IT policies regarding storage and access to documents and other information held electronically.
4. You agree that during the scope of your engagement with Company (IISPL) you might develop or be involved in certain processes, software, products, services or any other materials for the Company (IISPL) or any of its customers shall be the property of the Company (IISPL).
5. All Confidential and copies of it disclosed or made available to you shall remain the property of the Company (IISPL) and/or its subsidiaries and /or shareholders and/or customers at all times. Upon termination of your engagement with the Company (IISPL) for any reason, you agree to provide a written notification to the Company (IISPL) that you have not retained any Confidential Information.
6. For the benefit of the Company (IISPL) Indian law shall govern this agreement and the courts of Pune Maharashtra have jurisdiction to determine and disputes or other matters arising out of or in connection with this agreement without prejudice to the rights of the Company (IISPL) to seek enforcement through appropriate jurisdiction. Nothing in this Agreement shall prevent the Company(IISPL) bring any action in any other jurisdiction in connection with enforcement or other protection of its Intellectual Property Rights or Confidential Information.
7. All Tools / Data and Kits given to you are, whole and sole property of company (IISPL). In case you like to leave organization; you have to handover all Tools / Data and Kits to the authorized person of the company (IISPL)-COO or as deputed by COO. After proper handover and its acceptance, full and final settlement process will get started.

**Agreed and Accepted**

**(Name and Signature)**





### Annexure-1

Particular	Per Month	Per Annum	Remarks
Basic Salary	10000	120000	Taxable
HRA	5000	60000	As applicable
Conveyance	5000	60,000	As applicable
Medical allowance	5000	60000	As applicable
Organizational allowance	25000	300000	Taxable
Gross Pay	50,000	6,00,000	
Medical & Accident Insurance Policy Premium		520	As Applicable
Cost to Company(CTC)	50000	6,00,520	

\* Any tax liabilities arising out of your above remuneration will be deducted as per Income Tax Rule

\*Salary is inclusive of TA/DA if Any and is payable after completion of 2 years, subject to company attaining satisfactory profits

*[Handwritten Signature]*

