



📍 Digi astro technologies pvt Ltd,  
Advent Atria Chincholi Bunder  
Rd, Malad, Nadiyawala Colony 2,  
Malad West, Mumbai,  
Maharashtra 400064

📞 +91 92244 51260

Date: 22 Nov, 2024

Employee Name: Arpit Gupta

Dear Arpit Gupta

We are pleased to confirm our offer of employment to you as a “Operations Intern” with Digi Astro Technologies Private Limited (the Company), w.e.f. 23rd Nov, 2024.

Upon your acceptance of the offer, and subject to the successful completion of all prerequisites to the satisfaction of The Company, your initial appointment will be at Mumbai (Work from Home).

The Appointment Letter comprises of the following Annexures attached:

Annexure-I: Required Documents

Annexure-II: Terms of Employment

Annexure-III: Salary Bifurcation

Annexure IV: Non-Disclosure and Confidentiality Agreement

Annexure-V: Non-Solicitation Agreement

Your employment with the Company shall be governed by the above stated Annexures. You are required to carefully read and understand these Terms of Employment as a part of accepting the offer.

This offer is contingent upon submission and verification of the documents comprising educational credentials, reference checks, previous employment history inclusive of relieving letters and last drawn salary slip. The Company reserves the right to terminate your employment if any information provided to the company was found wrong and/or you have intentionally provided incomplete information. We are pleased to have you as a member of the team. We look forward to your joining and we wish you a successful career ahead.



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## ANNEXURE I

### REQUIRED DOCUMENTS

The following documents required to be submitted are mandatory: -

1. The relieving letter or resignation acceptance letter from your most recent employer. If you have been employed for 1 year or less with the most recent employer, you must also bring a relieving letter or resignation acceptance letter from the prior employer.
2. The originals and self-attested copy for submission: -
  1. Education degree certificate and all year mark sheets for the highest degree attained (include both front and back sides of the certificate).
  2. Class 10th Marksheet and Class 12th Marksheet.
  3. Photo ID proof (Aadhar Card, Driving License or voter's identification card)
  4. Proof of current Address and Permanent Address respectively with full particulars  
(Passport, Electricity Bill, Water Bill, Mobile Bill, Gas Connection etc.)
3. Cancelled Cheque giving complete account details
4. PAN Card (scanned copy)
5. Salary Slips for the last 3 months (if applicable)

## Annexure-II: Terms of Employment

### TERMS OF EMPLOYMENT:

Your employment with Digi Astro Technologies Private Limited (hereinafter referred as "Company") will be governed by Company's policies, as modified from time to time and at company's sole discretion, upon notice to you. The terms and conditions contained herein must be read as a part of all of the Company's current policies inclusive of Business Conduct Guidelines for employees. These Terms of Employment and the policies shall be subject to modifications, from time to time, upon notice to you.



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#### EFFECTIVE DATE OF JOINING AND LOCATION

Your effective date of joining with the Company is from 23rd Nov, 2024 and the location is Mumbai (Work From Home). However, your services are transferable to any Section/Department, Location, Once, Associate or Sister Concern or Subsidiary, whether existing today or which may come up in future, at any time at the sole discretion of Management. In such a case, you will be governed by the terms and conditions of the services applicable to the new placement/location. Depending upon the deployment, the bonus would be paid, if any, however travelling charges any incurred would be reimbursed on submission of bills for clearance.

#### JOB TITLE

Your designation in the Company will be "Operations Intern".

#### PROBATION PERIOD

You will be on probation for a period of 3 (three) months from the date of your joining. During this time, the employer will assess your performance and conduct, and the probation period may be extended for such terms as may be considered appropriate by the Management. During the probation period, your services may be terminated at any time with prior notice of 7 days subject to handing over the company property inclusive of transfer of knowledge required to any other resource in advance of termination. On successful completion of the probation period, your service will be confirmed as a permanent employee of the company in writing. In addition to your performance during the Probationary period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the Company.

#### FULL TIME EMPLOYMENT

Your position is full-time employment with the company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work (part-time or otherwise) or commit to any further education that could result in a conflict of time with your work hours now or in future or work in an advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder), in any other trade or business during your employment with the company.



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## SALARY/REMUNERATION

Your Salary/Remuneration will be calculated from the effective date of your joining. Statutory deductions such as Income Tax, TDS, Provident Fund, ESI and any other deductions as may be applicable from time to time would be made at source from your salary every month.

The CTC is INR 1,20,000/- P.A

## INCREMENTS AND PROMOTIONS

Your growth and increase in salary will depend solely on your performance and contribution to the Firm. The compensation shall be subject to review on a yearly basis in accordance with the Company's policy from time to time at the sole discretion of the Company. You must have spent at least 6 months in the company to be eligible for the increment, at the time of appraisal.

## LEAVE SCHEDULE

1. You are entitled to 12 days sick leaves, 12 days' Vacation/Privilege leaves and 3 days optional leaves annually on a pro-rata basis effective from 1st January of the calendar year.
2. No leave will be sanctioned until and unless communicated in writing via email or handwritten in advance.
3. You are eligible to take leave on public holidays like Independence Day, Republic Day, Labour Day, Gandhi Jayanti and Diwali.
4. If you are absent for a continuous period of 3 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your services without notice.



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## ROLES AND RESPONSIBILITIES

1. It is expected that you will discharge your assigned responsibilities with high standards of performance, quality, integrity, and discipline.
2. You shall, while in the services of the Company, devote your full time and attention exclusively for the Company's work and responsibilities assigned to you. You shall not engage in any other commercial/business pursuit, either part-time or otherwise, for any monetary gains.
3. You shall be obliged to follow the work processes, technical standards, protocols and general instructions issued thereof, and service rules driven by the Band Matrix of the Company as in force and/or amended from time to time. You shall adhere to the Business Conduct Guidelines which may be modified on a periodic basis.
4. You shall in view of your position and once, work effectively, diligently and to the best of your ability while ensuring results. In the event that your work performance requires extra hours of work, you are expected to perform the same for meeting the deadlines as per the requirement of the job.
5. You shall not work in such a manner which may have an adverse impact on the reputation or the image and business of the Company whether directly or indirectly.

## TERMINATIONS

1. Retirement: By reaching the age of superannuation which shall be 58 years, the contract between the parties shall stand terminated.
2. If any information furnished or declaration given by you in regard to your employment with the Company is found to be false or any material information willfully suppressed, your appointment would be liable for termination without any notice or compensation.
3. On confirmation as a regular employee, you will be required to give 1 month notice in case you decide to leave our services subject to the Company's discretion. In the event you have any incomplete assignment, the Company will have the discretion to relieve you only at the end of the two months' notice period or until completion of the assignment whichever is later.
4. The Company reserves its right to terminate your services by giving one month notice.
5. If you are absent for a continuous period of 3 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your services without notice.



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6. Notwithstanding the aforementioned, the Company shall be entitled to terminate your employment without notice, indemnities and compensation in any of the following events:
  - i. If you are, in the opinion of the Company, guilty of dishonesty, misconduct or negligence in the performance of your duties;
  - ii. If you have been found to have committed a serious breach or continuous material breach of any of your duties or obligations or have failed to observe the Company's Business, disciplinary and ethical code, guidelines and policies;
  - iii. If you are found to have made an illegal monetary profit or received any gratuities or other rewards, in cash or in-kind, out of any of the Company's affairs.
7. Upon termination of employment, you will also return all Company's property, which may be in your possession. It would be obligatory on your part to get a proper relieving letter after handing over responsibility, settlement of outstanding dues etc from the Management before your services are deemed to be concluded.
8. Any balance of advance or loan is taken by you from the Company shall be fully recovered from your salary and any other legal dues, at the time of your leaving the services of the Company,

## CONFIDENTIALITY

1. All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten and also information and instructions that pass through you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment.
2. During the course of employment with the Company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know-how, methods or refinements and business plans and business secrets and other information concerning the products/business of the Company hereinafter called the "SECRETS". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during the course of employment and on cessation for at least 5 years period.
3. You will not give out to anyone, by word of mouth or otherwise, particulars of our business or administrative or organizational matters of a confidential nature which may be your privilege to know by virtue of your being our employee.
4. Information pertaining to the company operations and intellectual property is confidential and you must work to uphold the integrity of the Company.





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## PROPERTY OF THE COMPANY

1. All work papers, notes, files, memoranda, reports, proposals, deliverables, drawings, blueprints, manuals, materials, data, computer hardware, computer software licenses and any other papers and records of every kind which will come into Employee's possession at any time after the commencement of Employee's employment at the Company including any inventions which Employee makes while performing duties for the Company or relating to Confidential Information, will be the sole and exclusive property of the Company. This property will be surrendered to the Company upon termination of the Agreement, or upon request by the Company, at any other time either during or after the termination of this Agreement. Employee also acknowledges and agrees that all work papers, files, memoranda, notes, reports, records and other documents and computer software created, developed, compiled or used by Employee or made available to the Employee during the term of this Agreement including without limitation, all customer data, marketing and sales information, billing information, service data, and other technical materials of the Company is and will be the Company property and will be delivered to the Company within three (3) days after the termination of this Agreement.
2. The Employee agrees that the Employee will be personally liable to the Company and its clients for any data, Confidential Information or property of the Company retained by the Employee after termination of this Agreement or disclosed by the Employee during or after the termination of the employment.

## OTHER TERMS AND CONDITIONS

1. It is your responsibility to notify the Company of any change in your personal information inclusive of the change in the address within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
2. During the period of service with the Company, you shall not indulge and/ or take part in any activity of formation of the council and/or association or become a member being part of management staff which are found to be detrimental in the interest of the Company in any way. Such an action shall be deemed as an infringement to service conditions of the Company and amount to causing damage to its interest and shall call for disciplinary action being taken against you, as it may deem fit and appropriate.

Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.



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### ANNEXURE III

#### SALARY BIFURACTION

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure-III is attached. Payments are subject to applicable taxes. Please note that fixed pay and other benefits (if any) are expressed on an annualized basis.

Employee details:	
1.Name:	Arpit Gupta
2. Position title (Clause 2):	Operations Intern
3. Employment commencement date (Clause 2):	23rd Nov, 2024
4. Location of employment (Clause 2):	Mumbai (Work from Home)
5.Hours of working	9
6. Probationary period (Clause 6):	3 Months
7. Specify either (annual) (a) fixed salary; or base salary plus commission.	INR 1,20,000/-





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## ANNEXURE IV

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-disclosure and Confidentiality Agreement (the “Agreement”) is made effective as of 10th September, 2024 between Arpit Gupta [hereinafter referred as “You”] Operations Intern. And Digi Astro Technologies Private Limited (hereinafter referred to as Company) have registered once at Mumbai, also referred to herein collectively as the “Parties” and individually as a ‘Party’ to assure the protection and preservation of the confidential and/or proprietary nature of the information disclosed or made available or to be disclosed or made available, to each other in connection with discussions or negotiations with respect to a prospective and/or ongoing business relationship. The confidential information, invention and the works which form the part of the present Agreement has been defined under the terms of this Agreement.

WHEREAS, the Parties are in the process of evaluating a potential relationship whereby the Company will retain the services for performing “works” which may include developing any code, process, practice, discovery or “invention” along with training, accessing new techniques, know-how for the particular product or system, etc.

WHEREAS, the Company possesses certain information and materials which it considers to be highly confidential and proprietary in nature and which constitutes trade secrets of the Company duly defined in the Clauses of the present Agreement. The trade secrets of the Company shall also include the particular style of conducting the procedures required as suggested by the Company himself.

WHEREAS, the Parties acknowledge and agree that assessment of the potential business relationship between the Parties may require disclosure of certain of this confidential and proprietary information to You as an employee.

WHEREAS, the Parties desire to assure that the confidential status of the information which may be disclosed to each other is protected from disclosure and is only used for the purpose of the business relationship between the parties as agreed mutually between the Parties.



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WHEREAS, the Company desires to assure that upon completion of the business between the parties or termination of the discussions, the confidential information in whatever form as disclosed or provided and the work as completed on basis of such information, must be returned to the Company.

THEREFORE, in consideration of the above agreement set forth herein and the acknowledgement, the parties agree to the following:

## 1. INVENTIONS

Invention means any new or useful art, discovery, new contribution, finding or improvement (including without limitation any technology, computer programs, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, the composition of matter, formula or technique), whether or not patentable, and all know-how related thereto, that has been made, created, developed, written or conceived by You, (i) in the course of my employment, (ii) relating to the actual or anticipated business of the company, or (iii) with the use of the company's time, material resources, proprietary information and facilities.

## 2. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY

The confidential information means information (i) disclosed to or known by you as a consequence of your employment with the company, (ii) not generally known to others outside the company, (iii) which related to the trade secrets or otherwise to the research, development e orts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (including without limitation any processes, programming, formulae, methods, techniques, know-how, customer lists, sales, sale statistics, projections, marketing strategies and plans and personal information or data) of the company or of any other party including but not limited to customer's existing or old p]partners, vendors, distributors, service providers, licensors, which has to entrust such information to the company in confidence.

You agree that you shall hold the confidential information in the strictest of confidence and to protect the Confidential Information from disclosure to any third party. You shall take all steps necessary to protect the confidential information from disclosure. The confidential information can be used only for the Business purpose defined above and shall not use any part of it, for your own purposes or the purposes of any other party. You shall advise your employee(s) if any, working for the furtherance of the Business Purpose that such information is the confidential and proprietary property of the Company and may not be disclosed to others or used for the purpose of the party to whom disclosure is being made.



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### 3. WORKS

It means any materials for which copyright protection may be obtained including without limitation computer programs (including designs, pseudo-code, prototypes, blueprints, internet software and applets) that have been made, created, developed, written or conceived by you (i), (i) in the course of my employment, (ii) relating to the actual or anticipated business of the company, or (iii) with the use of the company's time, material resources, proprietary information and facilities.

You agree that all the works created by you, alone or with others shall be deemed "Works Made for Hire" under the Intellectual Property Laws and shall be exclusively owned by the Company. You shall promptly disclose to the company in writing all inventions and works which are conceived, made, discovered, written, or created by you alone or jointly with someone else on the company's time or on your own time while being gainfully employed with the Company.

### 4. ON TERMINATION

On termination of the contract between the parties, you are duty-bound to return the confidential information, invention and works (even if it is authored by you) to the Company, in a safe manner. The entire works done on the basis of the information provided by the Company must be returned to the Company without any fail.

If the work as executed by you is not to the expectations of the Company, the Business Purpose would be deemed to have no existence and the work will be discontinued without any further payments. However, the work and the confidential data must be handed over to the Company.

You shall not be permitted to make, retain or create any other documents, outline, presentation, in any form whatsoever, that includes any of the Confidential Information.



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#### LIABILITIES AND JURISDICTION

You recognize and expressly agree that the extent of damage to Company in the event of a breach by you of any Business Purpose set forth herein shall be borne by you and the Company shall be entitled to enforce the agreement by injunctive or other equitable relief ordered by a court of competent jurisdiction.

The Parties agree that if any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain in full force and effect.

In case a dispute as regards the Business Purpose defined above arises between the parties, the Courts at Mumbai will have exclusive jurisdiction to entertain and decide the dispute.

IN WITNESS WHEREOF, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executive this Agreement on their behalf is duly authorized.



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## ANNEXURE V

### NON-COMPETE AND NON SOLOCITATION AGREEMENT

This Non-compete and non-solicitation Agreement is made effective as of 9th Sept ,2024 by and between Arpit Gupta Operations Intern [hereinafter referred to as “ You” ] and Digi Astro Technologies Private Limited ( hereinafter referred as Company ) having its registered office at Mumbai, also referred to herein collectively as the “Parties” and individually as a ‘ Party’ for the purpose of protecting the mutual interest of the parties while entering into an employment relationship on the following terms:

1. You agree that after the termination of your employment with the Company, for a period of 2 years, you shall not approach, entice, solicit or contract any individual, client, employee, contractor, service provider, etc. directly or indirectly through any of your relations or associations on behalf of any other Company not shall you induce any employee or service provider associated with the Company to terminate the contract or business relationship with the Company.
2. You agree that once the contract with the customer of the company has come to an end or your employment has terminated due to any reason, you shall not work for such customer directly or indirectly for a period of 2 years.
3. You agree that during your employment and for 1 year after the termination of the employment with the Company, You will not engage in any business activity which is competitive with the Company nor work for any company which competes with the Company.

Further, you agree that you will not for yourself or on behalf of any other person or business enterprise, directly or indirectly through any of your relations or associations, engage in any business activity which competes with the company.

4. You agree not to disclose your remuneration and other incentives received from time to time from the Company to anyone else during the term of your employment with the Company.
5. You agree and shall not directly or indirectly for a period of 10 years disclose to any person, firm or any other company or association regarding the business ethics and business structure inclusive of the strategies that you may have been informed during the



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6. Course of your employment, other technical know-how learnt by you, the coding, programming and other like works associated with the Company.

The Parties agree that if any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain in full force and effect.

In case of dispute as regards the agreement arises between the parties, the Courts at Mumbai will have exclusive jurisdiction to entertain and decide the dispute.

IN WITNESS WHEREOF, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executive this Agreement on their behalf is duly authorized.

SINCERELY,

*Paras Shah*

Co-Founder,  
DIVINE DIGIASTRO

