



CONTRACT OF EMPLOYMENT

In accordance with the laws of India, we hereby set out your terms of employment with Decimal Technologies Private limited, Gurgaon hereinafter referred to as the “Company”. This contract together with your offer letter (if any) and the stipulated provisions of the Company staff handbook constitute your contract of employment. Should the contents of these documents conflict, the terms of this contract shall prevail.

1. Name of Employee: Mr. Abhishek Gupta

**Address – 24- G Rampuram Teacher Housing Society Shyam Nagar Kanpur
near Soni Jewellers ,tobacco factory Chuhraha, 208013**

2. Commencement:

Your employment with the Company for the purposes of continuous employment is effective from “**17th Jan 2022**”. No previous employment counts towards your employment for the purposes of continuous employment.

3. Job Title

You will be employed by the Company in the capacity “**Graduate Trainee**” or as otherwise subsequently notified to you, and you will be required to carry out all duties which are normally associated with employment in this position. Your duties will be fully explained to you. It is the Company's intention that any verbal or written description of your job duties/responsibilities should serve as a guide to the major areas for which you will be accountable.

Because of the nature of the business, your obligations will inevitably vary and develop. The Company reserves the right, at any time during your employment, upon reasonable notice, to require you to undertake any duties which fall within your capabilities.

The Company may appoint any other person or persons to act jointly with you and may change the title of your appointment from time to time.

4. Salary

Your monthly starting salary/compensation will be as follows:

Component	Per Month	Per Annum
Basic Salary	11,231.00	1,34,772.00
House Rent Allowance (HRA)	5,616.00	67,392.00
Children Education Allowance	200.00	2,400.00
Children Hostel Allowance	600.00	7,200.00
Books And Periodicals Reimbursement	1,000.00	12,000.00
Mobile and Internet Reimbursement	1,000.00	12,000.00
Attire Allowance	-	-
LTC	-	-
Meal Voucher	-	-
CCA	2,814.00	33,768.00
PF Contribution (Employer' Contribution)	1950.00	23,400.00
LWF (Employer' Contribution)	50.00	600.00
Gratuity (as per the payment act of Gratuity 1972)	539.00	6,468.00
Total Gross Annual Compensation	25,000.00	3,00,000.00

The aforesaid compensation shall be subject to the usual tax deductions.

Additionally,

1. You will also be covered under Group Medical Insurance Cover of Rs.3 lacs and accidental insurance cover of Rs. 5 lacs.
2. You will be eligible for one time joining bonus of Rs. 50,000 after successful completion of 2 months starting from your joining date. in case you don't serve the company for eighteen months starting from your joining date you have to return the amount equivalent to the joining bonus to the company.

Your salary is payable monthly on the first week of each calendar month by direct bank transfer to your personal bank account, less statutory deductions and personal commitments. However, if the last day of the month falls on a weekend then your salary shall be paid on the earliest next working day.

Your salary will be reviewed annually. In any salary review, the current market rates, and your performance as assessed at your annual appraisal will be taken into account. To qualify for the annual salary review an employee must have been employed with the Company for more than 6 months and should be a confirmed employee at the time of



review, otherwise the employee will be considered in next cycle of increments. Salary increases will be pro-rated for employees with less than twelve months service at the time of any review.

5. References

Your employment with the Company is subject to the receipt of two satisfactory references.

6. Place of Work

Your principal place of work will be company's office at "Gurgaon", India. However, your place of employment may be changed by the Company on reasonable notice to any reasonable location. During the course of your employment you may be required to travel and work in India and/or overseas at any of the Company's establishments or client's sites as the Company's management may require from time to time and as the need arises. It is mandatory to spend 30% of the total Mondays available for the project at client site only, during the phase of requirement gathering, UAT & production movement and as and when client requires.

7. Hours of Work

Normal full-time working hours are 40 hours per week, excluding lunch, from Monday to Friday.

By your signature to this contract, you:-

- (a) Acknowledge that you may be required to work in excess of an average of 48 hours, in any one week and consent to do so if required by the Company or otherwise necessary for the fulfillment of your duties.
- (b) agree to fully co-operate in assisting the Company to maintain accurate records of your working hours through timesheet or any other system;
- (c) Acknowledge that lunch breaks and other breaks provided to you will not constitute working time. Please note that lunch break is of 30 mins and 2 breaks of 15 mins each in first and second half respectively.

By virtue of the nature of your duties, minor fluctuations in the daily routine may vary the hours required to meet your commitments. Such minor fluctuations will not qualify for overtime payments. You should note that the nature and demands of your employment may necessitate your attendance for work at times other than and in addition to your normal hours of work and you are expected to comply with any reasonable directions of the Company in this effect.



8. Probation

The first six months of your employment will be probationary (hereinafter referred to as the "Probationary Period"). If your employment is continued at the end of the Probationary Period the period will count towards your continuous employment with the Company. The same will be communicated to you through mail or hard copy of the confirmation letter. The Company may decide in its absolute discretion to extend the initial Probationary Period for any further period (hereinafter referred to as the "Extended Probationary Period") if it feels you have not yet achieved a satisfactory level of performance but have the potential to do so or for any other suitable reason. Please be informed that employees on probation will not be considered for performance appraisal and related outcomes (promotion & salary revision). They will be considered in next appraisal cycle for the complete period.

9. Conveyance Allowance

The Company will provide you with a Conveyance Allowance as mentioned in your offer letter.

10. Holidays

The Company will notify you on or about the beginning of each calendar year with respect to the holiday schedule for the coming year.

All National holidays are observed by the Company with no loss of pay to its employee.

11. Leave:

a) Earned Leave (EL) :

Decimal's leave rules are as follows:

The year for the purposes of holiday/leave shall be reckoned from 01 Jan. to 31 Dec. Each year.

The full annual privilege leave is 25 working days with pay per year.

Not more than 3 working days of privilege leave may be taken at any one time, other than with the prior authorization of the Reporting Manager.

You are required to give a reasonable period of notice to your Manager when taking holiday.

Employees joining or leaving the Company during the year will be entitled to a proportion of their full entitlement of paid privilege leave calculated on a pro rata basis per completed calendar month of service.

If you do not take all your privilege leave in any year, the balance of unavailed privilege leave can be carried forward to the next year, subject to a maximum of 10 days. But employee will not be eligible to settle these leaves while leaving the organization, which means, remaining leave balance will get lapsed if not taken during the year.

If during notice period employee applies for leave then his notice period will be extended for those many days.

Moreover, if employee is not ready to extend his notice period then for that many days amount will be deducted from employee's salary.

Should you leave the Company for whatever reason and privilege leave taken exceed entitlements, then you accept as part of this contract that the Company has the right to deduct payments in excess from any monies owing to you at the time of leaving.

12. Deduction from Salary

You hereby authorize the Company to deduct and retain from any remuneration (and including without limitation any payment made in lieu of notice) accrued to you in consideration of your employment by the Company (whether or not actually paid during the continuance of your employment) the following sums:

- Any statutory deductions; (*Note: This would primarily be towards income tax. The company is required to deduct tax at source from the Salary and remit such sums to the government directly*)
- Any debts owed by you to the Company;
- Any deduction from remuneration to which you have previously signified your consent in writing.
- There will not be any deduction of variable from CTC for non-managerial positions. However, for managerial positions, certain fixed percentage will be deducted every month which is payable at every 6 months.

13. Termination of Employment

- (i) Notice of intention to terminate your employment by you or the Company must be made in writing during normal work hours.
- (ii) During probationary period or the extended probationary period (if any), length of notice period is 45 days for leads and above and 30 days for associate level.
- (iii) After your Probationary Period the length of notice which you are entitled to receive from us and the length of notice which you are obliged to give to us to terminate your employment is 3 months for lead above positions and 2 months for non-managerial positions.

- (iv) The Company may in its absolute discretion require that you do not work any period of notice to which you may be entitled in which event a payment of salary in lieu of notice will be made. The Company may waive any requirement for you to give notice. The Company reserves the right to make such payment in installments.
- (v) During all or any part of the period of notice of termination (whether given by the Company or you) the Company shall be under no obligation to assign any duties or to provide any work to you and shall be entitled to assign other duties to you or require you not to contact or attempt to contact any client, customer, supplier, agent, employee or representative of the Company although this will not affect your right to receive your normal salary and contractual benefits.
- (vi) The company reserves the right to terminate your employment without notice or payment in lieu of notice in circumstances where in the opinion of the Company your conduct or performance has been such as to justify summary dismissal.
- (vii) Payment of salary or other payments on termination of your employment will be made on the date you would normally receive salary payments and not on the date of termination of your employment. In the event of termination, you would be entitled to salary and other payments, if any, until the date of termination and not beyond.
- (viii) For employee leaving the organization, Full & Final settlement will be done at the maximum of 60 days from date of relieving.
- (ix) The normal age of retirement from the Company's service for male and female employees is at the age of 58 years and your contract of employment will therefore terminate on that date.
- (x) If at any time you are unable to work because of illness for twenty consecutive weeks or a cumulative total of twenty four weeks in any twelve month period, the Company may at its discretion terminate your employment by giving one month's notice expiring on or after the end of the twentieth or twenty fourth cumulative week.
- (xi) Upon termination of your employment for whatever reason, you must immediately return to the Company all keys, security passes, credit cards, documents or other property belonging to or relating to the businesses or affairs of the Company, including all copies of documents containing or referring to confidential information which may be in your possession or control and you shall not retain copies, extracts or notes of any of the same.



14. Expenses

Expenses incurred properly and reasonably by employees whilst on Company business are reimbursed subject to prior authorization and satisfactory evidence as per prevailing policies of the company from time to time.

15. Confidentiality

By virtue of the nature of your employment you will be involved in work of a secret or highly confidential nature. It is therefore a condition of employment that you sign the Company's Confidentiality/Secrecy Agreement with a legal intent to be bound by its contents.

16. Obligations of your Employment

You are expected to devote your whole time and attention to the Company's business during your working hours. During your employment with the Company you are not permitted to undertake any other employment or to have any interest in any business which directly or indirectly competes in the same or similar field of activity as the Company.

During or after the employment with the company, you are not supposed to harm the image of company in any way. If it is found, then company has the complete right to take any legal action against you.

You agree that you will not at any time during your employment with the Company and the Restraint Period i.e eighteen months for employees who are Assistant Managers or above from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause or in breach of the Employment Agreement):

i) Either individually or through any person/ company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavour to entice away from the Company any client or customer(s) or prospect(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company or were considering to engage with the Company;

ii) Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavour to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during the Restraint Period;



iii) You will not join a direct or indirect competitor or client of the Company during the Restraint Period;

iv) Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i), (ii) and (iii) of this clause.

Further you agree that you have carefully read and considered the provisions of this clause and, having done so, you agree that the restrictions set forth in this clause (including the restricted period and scope of activity to be restrained) are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors, employees, creditors and shareholders.

17. Changes in Terms and Conditions of Employment

Details of any alteration of the terms and conditions relating to your employment will be notified to you in writing from time to time. The amended terms and conditions contained in written notices given to you by the Company will be binding on you from the date on which they are stated to take effect.

Any such amending notices for the time being in force relating to your employment will be available for your perusal in the Human Resources Department.

18. Governing Law and Jurisdiction

This Contract shall be governed by and construed and enforced in accordance with the laws of India. If any provision of this Contract as applied to either party or to any circumstances shall be adjudged by a Court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any of the other provisions of this Contract or the validity or enforceability of this Contract. Further, any dispute arising between the parties shall be resolved by reference to the court of competent jurisdiction over the subject matter of the dispute. The parties hereby agree to submit themselves to the jurisdiction of the courts in New Delhi.



Declaration

I confirm that I accept the terms and conditions of employment set out or referred to in this contract.

Signed:

Date:

A handwritten signature in black ink, appearing to be 'S. K. K.' with a horizontal line underneath.

Signed:

on behalf of Decimal Technologies Private Limited

Date: 17th Jan ,2022