

HRD/HBT/21-22/CL 53

Date: 04th October 2021

Avinash Rikhi
C21/A, East Baldev Park,
Delhi -110051.

Born: 01st November 1966
Gender: Male
Nationality: Indian

Assignment on Retainership Basis

Dear Avinash,

Further to our discussions and your offer for engaging you on “**Consulting Manager**”, we confirm interest in retaining your services on the following terms and conditions:

1. This retainer arrangement will be for the period from **06th April 2022 to 05th October 2022**.
2. You will report to **Delivery Head**.
3. You will observe the working hours and holidays as followed at our **HIGHBAR TECHNOCRAT LTD**.
4. You will diligently carry out such work and duties as required and assigned to you from time to time.
5. You will be paid an all-inclusive Retainership fees of **Rs. 1,50,000.00 (One Lakh Fifty Thousand Rupees only)** per month. Applicable TDS and other taxes if any applicable on this Retainership will be borne by you.
6. It must be expressly understood by you that this Retainership is of purely contractual nature and does not create any relationship of employee/employer between you and the Company.
7. You will not be entitled to any other benefits such as **Provident Fund, Gratuity, Medical, Bonus** etc.

HIGHBAR TECHNOCRAT LIMITED

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Gut No. 31, Unit No. SB-1402, Airoli, Navi Mumbai-400708
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CIN Number: U72100MH2010PLC210078

8. You will take out an appropriate insurance policy to cover yourself against certain contingencies or risks like accident, injury or death during the currency of this contract. The Company shall not be responsible for any such eventuality which may arise out of and in the course of your assignment in the Company's premises nor shall the Company be liable to pay any damage or compensation to you or to any other third parties.

9. This Retainership arrangement may be terminated during the retainer period by giving 30 days prior notice period. In the event of your resignation from the services of the Company, you need to serve a notice of one month and you are expected to work as per the regular official schedule during that period.

10. In accordance with the standard practice of our Company, we request you to treat these terms as confidential.

11. Please find attached "**Appendix A**" which sets out the additional terms and conditions that will be applicable to your Retainership. The Company reserves the right to alter, amend, add or modify any of the terms of this assignment at its sole discretion as and when require.

12. You are required to join on or before **06th April 2022**.

13. If you do not join by this date, this offer stands withdrawn -unless the Date of Joining is extended, and communicated to you in writing.

You are required to bring the following documents, with a photocopy of each, on day of joining.

- i. Proof of age
- ii. Educational certificates including mark sheets.
- iii. Two copies of your recent passport size photograph.

If the above offer is acceptable to you, please sign and return to us the copy of this letter in token of your acceptance.

Yours faithfully,
For HIGHBAR TECHNOCRAT LTD.

Arun kumar Singh
Head- HR & Admin

I have read the above—contents and accept the same.

Signature and Date of Joining
Avinash Rikhi

Appendix A

1. Terms and Conditions

1.1. The Retainer warrants and represents to the Company that he/she is an independent contractor. Nothing in this Agreement shall render the Retainer an employee, agent or partner of the Company and the Retainer shall not hold himself out as such.

1.2. The Retainer warrants to the Company that in entering into this Agreement and performing the Services or any other obligations arising under the Agreement, he/she shall not be in breach of any contract or other obligation and will be in compliance with applicable laws.

1.3. The Retainer shall not

1.3.1. Make any deceptive, misleading or unethical practices that are or might be detrimental to the Company or its services.

1.3.2. Make false or misleading warranties and/or representations with regard to the Company or its services.

1.3.3. Publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the Company or its services.

1.3.4. Make any statements, representations or warranties regarding the services that are inconsistent with or beyond those contained in the documentation and which do not expand the scope of the warranties of The Company.

1.4. Throughout the period of this Agreement the Retainer shall:

1.4.1. Perform the Services ;(perform the Services at the Company's premises)

1.4.2. perform such duties in relation to the Business as the Reporting Manager may reasonably request.

1.4.3. provide to the Reporting Manager such written or oral advice or information regarding any of the Services as the Reporting Manager may reasonably require.

1.4.4. Exercise such powers as may from time to time be vested in or given to him or by the company.

1.4.5. Carry out the duties in an expert and diligent manner and to the best of his ability;

1.4.6. Use his best endeavours to improve and extend the Business.

1.4.7. Make herself/himself available at reasonable times upon reasonable notice to the Company for the purposes of consultation and advice, attend such meetings with representatives of the Company and third Parties as the Company may reasonably specify and connection with, make such visits (whether to the premises of Company or elsewhere), Company may reasonably request from time to time.

1.4.8. In the case of illness or accident preventing the performance of the Services, notify the Company promptly of such illness or accident.

1.5. All software code, documentation, materials, and other proprietary information which may be developed in the course of performing or arising from this Agreement or otherwise provided to the Retainer in connection with its performance under this Agreement shall belong to the Company.

1.6. The Retainer agrees that by executing this agreement is expressly and unconditionally undertaking to waive its rights, including but not limited to Moral Rights, in the deliverables, services and work products developed during the term of this Agreement.

1.7. The Retainer shall, at the request of the Company, take all such steps and execute all such assignments and other documents as the Company may reasonably require to ensure, that all the Intellectual Property vests in and belongs to the Company and for the registration or protection of the Company's rights in Intellectual Property.

1.8. The Retainer warrants and represents that any documents produced by or for the Retainer pursuant to this Agreement will not infringe rights in Intellectual Property owned by a third party.

1.9. Except for breach of provisions of Non -compete and Confidentiality agreement by retainer, in no event party be liable for any special, incidental, consequential or exemplary damages arising out of the retainer's engagement under this agreement.