

Feb 08, 2020

A-41

Arthur Agapov

Istambul

Turkey

Turkey-48440

Dear Agapov Arthur,

We are pleased to offer you a position of **Cinema** with **ThunderCinema** (hereinafter referred as "Company"). This offer of employment is for a regular, full-time position based in **Istanbul**. You will be reporting to .

Please note that the terms of employment detailed in this document and annexure are confidential. These contents should not be disclosed to third parties without prior approval from the Company.

## 1. Compensation

Your CTC will be **INR 2000000**

a. Salary/Benefits: Your annual gross salary will be **INR 500000**. Break-up of salary is attached in Annexure - A. During the term of your employment, you will be entitled to the benefits provided by the applicable Indian labor and employment laws and you will be eligible to participate in all of the Company's employee benefits plans as such are adopted by the ThunderCinema. The Company shall reserve the right to modify, amend or terminate any employee benefits at any time for any reason, without compensation for any such change or discontinuance.

## 2. Terms and Conditions of Employment

Your employment with us will be governed by the specific terms and conditions referred to in Annexure - B.

## 3. Commencement of Employment

You are required to commence employment on **Feb 07, 2020**. This offer is not valid beyond the said date unless the date is extended by the Company and communicated to you in writing.

## 4. Probation period

The employee has to undergo a probation evaluation for three months from the day of joining. Once the employee successfully completes the probation period the employee status is confirmed to a full-time employee of the Company. The salary structure during the probation period is mentioned in the Annexure - A.

## 5. Document Submission Requirements

You are requested to report on your date of commencement of employment (as mentioned in clause 3 above) to complete the joining formalities. At the time of joining, you are requested to submit the documents as per Annexure - C.

**6. Employment Invention Assignment Agreement**

You will be required to execute and be bound by an Employment Invention Assignment Agreement given to you as in Annexure - D. The Employment Invention Assignment Agreement shall coexist with this Employment Agreement.

**7. Entire Agreement**

This letter agreement (together with the agreements and annexures referred to herein) supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This letter (together with the agreements and annexures referred to herein) may not be modified or amended except by a written agreement, signed by the Company and by you.

To indicate your agreement with all terms and your acceptance of this offer, please sign the duplicate copy of the offer on all sheets at the bottom on the right corner and return the same to ThunderCinema. Also, please provide the date you will commence employment with ThunderCinema. Once you accept this offer and join the Company, this letter will serve as your formal Appointment Order.

**We welcome you to ThunderCinema and look forward to a mutually rewarding association.**

For **ThunderCinema**

\_\_\_\_\_  
Signature (Name)

\_\_\_\_\_  
Date

ThunderCinema

**Acceptance of Offer**

I have read and accept this offer of employment.

\_\_\_\_\_  
Signature (Name)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
Today's Date

**ANNEXURE - A**

Salary Structure

**Particulars**

**INR Per Annum**

Basic Salary - ₹300000
House Rent Allowance - ₹25000
Special Allowance - ₹24200
Bonus - ₹15000
Leave Travel Allowance - ₹15000
Commission - ₹3000
<b>TOTAL - ₹2000000</b>

For **ThunderCinema**

Katar Cd No:11, ,

Pınar,

Istanbul, Turkey,

Turkey - 34460

\_\_\_\_\_  
Signature (Name)

\_\_\_\_\_  
Date

**ANNEXURE - B**

TERMS AND CONDITIONS OF EMPLOYMENT

## **1. Term of Employment**

Subject to Clauses 3 and 4 below, the term of your employment with ThunderCinema is intended to be for indefinite period subject to termination pursuant to the terms of this Agreement and the requirements of applicable Indian laws.

## **2. Outside activities/[Conflicts]**

This position is for a full-time employment with ThunderCinema and you shall exclusively devote yourself to the business of the company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with ThunderCinema, without written permission from ThunderCinema. Similarly, you agree not to bring any third party confidential information to ThunderCinema, including that of your former employer, and that in performing your duties for the ThunderCinema, you will not in any way utilize any such information, other than in the manner that may be directed by ThunderCinema while releasing such information.

You will be liable to be transferred in such capacity that the Company may determine, to any other department, branch, manufacturing unit or establishment under the same management or same principals, whether existing or to be set up in future. In addition, the Company reserves the right to assign you to other such units or companies as may be determined from time to time.

## **3. Termination**

**a)** During the term of your employment, should you desire to leave the services of ThunderCinema, you shall be required to give 30 days' notice or salary in lieu thereof. The company may, at its discretion, relieve you before the expiry of notice period without compensating for the remaining notice period.

**b)** ThunderCinema shall be entitled to terminate your employment without cause at any time by giving you 31 days notice or salary in lieu thereof.

**c)** Notwithstanding anything mentioned in this Agreement, ThunderCinema may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of ThunderCinema's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or ThunderCinema Policy or other documents or directions of ThunderCinema, or irregularity in attendance, or your unauthorized absence from the place of work (or remote check in in case of work from home) for more than five (5) working days, or closure of the business of ThunderCinema, or redundancy of your post in ThunderCinema, or upon you conducting yourself in a manner which is regarded by ThunderCinema as prejudicial to its own interests or to the interests of its clients and/or customers.

**d)** Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects etc.

**e)** During the notice period, Company will continue to pay its share of insurance premiums, if applicable.

**f)** On acceptance of the resignation notice, you will be required to immediately give up to the company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, et al belonging to the company or relating to its business and shall not make or retain any copies of these items.

## **4. Holidays / Leave**

General Holidays will be declared at the beginning of the Calendar year and all full-time employees are entitled to this benefit. You may be called upon to attend duties as and when required on holidays, as may be scheduled in accordance with the needs of the Company. You will be entitled to vacation and sick leave as per the company's Paid Leave policy. Casual leave without notice will be considered as Leave against Loss-of-pay. Additional leave will be against Loss-of-Pay. Medical Leave has to be authenticated with Medical Report and is at the discretion of the Management.

## **5. Disclosure of Information**

During the term of your employment with ThunderCinema, you are required to disclose all material and relevant information, which may either affect your employment with ThunderCinema currently or in the future or may be in conflict with the terms of your employment with ThunderCinema, either directly or indirectly, including but not limited to any and all agreements relating to your current or prior employment that may affect your eligibility to be employed by ThunderCinema or limit the manner in which you may be employed. It is ThunderCinema's understanding that any such agreements or information will not prevent you from performing the duties of your position and you represent that such is the case. If at any time during your employment, ThunderCinema becomes aware that you have suppressed any material or relevant information required to be disclosed by you, ThunderCinema reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by ThunderCinema.

Any change in your personal information including residential address, marital status and educational qualification should be notified to ThunderCinema in writing within three (3) days from the start of such change.

Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address as recorded in ThunderCinema's records.

## **6. Adherence to Company Policy**

You agree to conform to and comply with ThunderCinema's Policies and such directions and orders as may from time to time be given by ThunderCinema.

## **7. Travel**

You will be posted in Istanbul. But, you may be required to make visits and travel both within India and overseas, as necessary for the proper discharge of your duties.

## **8. Non-Solicitation**

You agree that during and upon termination of your employment and for one year thereafter, you shall not in any manner either directly or indirectly solicit or entice the other employees or customers of ThunderCinema to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with ThunderCinema.

## **9. Assignment**

This Agreement is personal to you and will not be assigned by you. ThunderCinema will have the right to assign this letter of offer to its parent, subsidiaries, subdivisions, affiliates, successors and assigns, and all covenants and agreements herein will inure to the benefit of and be enforceable as such.

## **10. Arbitration**

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be .

This is to certify that I have read this Agreement and all Annexure and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

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**Signature of Employee**

**Date:**

## **ANNEXURE - C**

At the time of joining, you are requested to submit the copies of the following documents (as applicable):

1. Certificates supporting your educational qualifications along with mark sheets (10+12+ Graduation + Post Graduation + Course Certifications)
2. Your latest salary slip from last employer and salary certificate
3. Your relieving letter from your last employer
4. Experience Certificates from all previous employers
5. Updated resume
6. Form 16 or Taxable Income Statement duly certified by previous employer (Statement showing deductions & Taxable Income with break-up)
7. Four Passport Size color photograph.
8. Valid Passport and Work Permit in case of foreign citizens
9. Proof of Age
10. Proof of Address
11. Copy of PAN Card

Please carry all the originals for validation.