

PRIVATE AND CONFIDENTIAL

28 Jun 2021

Vidur Sunil Pherwani,
Bangalore, India

Dear Vidur Sunil Pherwani,

Congratulations! It is with great pleasure that we invite you to join the exciting world of Hashedin Technology Pvt Ltd ("Hashedin"). As we continue to evolve, we look for people who are committed towards technology and our culture of innovation. We are delighted to offer you to join our team as a **Software Engineer-I**

We will provide you with a fixed compensation package of INR 6,00,000.00 per year. You will be entitled to the benefit of health insurance. Your start date will be 28 Jun 2021. Your home office would be in Bangalore, India.

Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your Manager from time to time. In accepting this offer of employment you will be required to perform all responsibilities assigned to you with due care and diligence and in compliance with the direction of management and company policies. You are also required to perform these tasks during business hours and such reasonable additional time as may be necessary.

Compensation and Allowances

Your compensation components are outlined in Annexure A to this agreement. All amounts and allowances outlined in Annexure A are Pre Tax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursement as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components. By accepting the present offer, you agree that the aforementioned consideration is sufficient for you to accept the offer and you agree that the terms and conditions contained in this Agreement are enforceable.

Benefits

[www\[hashedin\].com](http://www[hashedin].com)

Email: contact@hashedin.com

Phone: 080 65681777, 080 65691777

Additional benefits and terms of employment are described in Annexure B. The Company reserves the unilateral right to revise the terms of the benefits or to eliminate any benefits altogether. You agree that any changes to these benefits will not affect or change any other part of this Offer. For more details on relevant policies and procedures, you should contact the HR. Upon termination of employment with the Company for any reason, regardless of whether the termination is voluntary or involuntary or with or without cause or adequate notice, you will not be entitled to any further benefits.

Policies and Procedures

You are required to comply with all Hashedin policies and procedures as they may be amended or added to from time to time. These policies include or may include working conditions and general rules and procedures regarding the Company and its relations with or obligations to its customers and clients. You agree that the Company has the right to change these policies from time to time and that, in doing so, the Company will not be in breach of this Agreement. You also agree to be bound by all policies, rules and procedures implemented or maintained by the Company from time to time. You also agree to perform your duties for the Company in accordance with all applicable laws, including but not limited to laws relating to sexual harassment, anti-corruption and anti-bribery.

Disclosure Agreement

You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with business(es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests, or circumstances which may arise during your employment. Further, by accepting this offer, you represent and warrant that you shall not do anything which would constitute a conflict of interest between the best interests of the Company and your personal interests, and you will not be employed or associated with any other business venture without the written consent of the Company.

Termination

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Your employment may be terminated by either party without cause by giving two month's notice to the other party. During the Probation period which is the first six months of your employment, the Company may terminate your employment by giving two week's notice or pay in lieu of such notice. In case the employee resigns/ gives notice for termination of employment, the Company, at their sole discretion, may relieve the employee before expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of notice period.

The Company may terminate your employment without notice if you wilfully disobey a lawful and reasonable instruction or direction, commit an act of misconduct, including but not limited to, fraud or dishonesty, or are habitually negligent in your duties, you will be liable to dismissal by the Company without notice or any pay in lieu of the same.

On termination, a reconciliation of reimbursements against monthly accrued allowances will be calculated. You agree for Company to offset any overpayment against any money owing to you on termination of employment.

Employment Restrictions

Your employment with Hashedin is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity or being a partner in a partnership firm or Direction on the Board of any Company, or having any other affiliation that will detract from your full time employment with Hashedin

Non-Solicitation

By accepting the present offer, you covenant and agree that, while you are employed by the Company and for a period of 12 months immediately following the termination of your employment for any reason, you shall not directly or indirectly:

- a. solicit, induce or influence, or attempt to solicit, induce or influence, any client of the Company to whom you provided products or services in the 12 month period preceding the termination of your employment, to terminate or modify any written or oral agreement, arrangement or course of dealing with the Company;

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- b. solicit, induce or influence, or attempt to solicit, induce or influence, any consultant, supplier, licensor, licensee, contractor, agent or strategic partner, or other person who provided services or products to the Company in the course of your employment with the Company within the 12 month period preceding the termination of your employment, to terminate or modify any written or oral agreement, arrangement or course of dealing with the Company; and
- c. solicit, induce or influence, or attempt to solicit, induce or influence, any employee or independent contractor of the Company who was employed by or working for the Company at the time of the termination of your employment, to terminate their employment or agreement with the Company.

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Non-Competition

By accepting the present offer, you covenant and agree that, while you are employed by the Company and for a period of 12 months immediately following the termination of your employment for any reason, you will not become engaged, as an employee, consultant, partner, principal, agent or advisor for any Client of the Company, without the Company's written consent. For the purposes of this section, a "Client" of the Company means any person or entity with whom the Company conducted business at any time within the 12 month period prior to the termination of your employment, and with whom you had direct contact with or knowledge of in the course of your employment with the Company.

You also acknowledge and agree that the aforesaid provisions, as regards non-solicitation and non-competition, are reasonable and necessary for the protection of the legitimate business interests of the Company and that all restrictions in these provisions are reasonable and valid and any defences to the strict enforcement thereof by the Company are waived by you. Without limiting the generality of the foregoing, you consent to an injunction being granted by a court of competent jurisdiction in the event that you are in breach of any of the provisions stipulated in this Offer. You hereby expressly acknowledge and agree that injunctive relief is an appropriate and fair remedy in the event of a breach of any of the said provisions.

Your obligations as regards non-solicitation and non-competition are to remain in effect in accordance with each of their terms and will exist and continue in full force and effect despite any breach or repudiation, or alleged breach or repudiation, of this Agreement or the termination of your employment for any reason.

Return of Company property

On termination of your employment, for any reason, you must immediately return to Company all Company property in whatever form, relating in any way to Company. Company is entitled to deduct or set off any amount owing to you on termination for the

#36/5, Somasundarapalya,

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value of any property not returned, or amounts owing to Company.

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Closing

This offer of employment is conditional upon the following:

- Signing the acceptance clause under the heading “Acceptance of Employment Offer”;
- You are under no obligation to anyone, including any former employer, which prevents you from entering into this Agreement or restricts the activities or duties which may be assigned to you by the Company;
- All information provided by you is accurate, including academic credentials, if required;
- Successful completion of any background check or security clearance investigation;
- Satisfactory reference having been obtained from your previous and present employers.

To indicate your acceptance, please sign and return this employment offer to the Company by the 28 Jun 2021. If you do not return the required documents by this deadline, we will assume that you do not intend to accept this employment offer and it will be automatically withdrawn without further action on the part of Hashedin.

We look forward to receiving your acceptance of this offer and joining the Hashedin team.

Sincerely,

On behalf of Hashedin Technologies Private Limited



Himanshu Varshney
Director

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Acceptance of Employment Offer:

I Vidur Sunil Pherwani have read, understood, and accepted this offer of employment, as set forth above, with the Company and will report on 28 Jun 2021.

Signature: 

Date: 28-06-2021

Attachments:

1. Annexure A – Compensation Structure Information
2. Annexure B – Benefit Summary
3. Laptop Issue & Usage Agreement
4. Joining Time Document Checklist
5. Agreement relating to Intellectual Property and Confidentiality.

Annexure A

Compensation Structure Information

Dear Vidur Sunil Pherwani,

Your Fixed Compensation will be INR 6,00,000.00. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows –

Designation: Software Engineer-I,

Compensation Components	Amounts in INR
Basic Salary	3,00,000.00
Total Flexible Compensation	3,00,000.00
Housing Rent Allowance	1,20,000.00
LTA	12,500.00
Phone allowance and Internet	18,000.00
Professional development	6,000.00
Petrol and Maintenance	15,000.00
Food Coupons	0.00
Statutory Bonus	0.00
Special Allowance	1,28,500.00
Fixed Cost to Company	6,00,000.00
Performance Variable Bonus Upto	1,00,000.00
First Joining Bonus	40,000.00
Second Joining Bonus	60,000.00
Total Cost to company	8,00,000.00

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components

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Annexure B

Terms & Benefit Items	Description
Working Hours	The working hours are flexible (Monday to Friday).
No of salary payments	12 Salary Payments
Notice Period	Company will facilitate providing medical insurance for the employee. Two months' notice period unless otherwise specified by employment contract.
Annual Leave	Employees are eligible for 30 calendar days per annum. Annual Leave entitlement will be prorated for the first and last year of service. One third of the leave entitlement shall be allowed to be carried forward to the next year and must be cleared by June of the following year. The timings of annual leave should be discussed with and approved at least 2 weeks before your Manager.
Country (mandated)	Employees will be entitled to 10 public holidays (including floating calendar year)

Terms & Benefits Summary* - (For Regular Full Time Employees.)

*The information in this summary is presented for the convenience of benefit plan and program participants only. If there are any discrepancies between the information in this summary and the applicable Hashedin benefit plan, the actual benefit plan document shall, in all cases, govern. In accordance with each plan and/or program, Hashedin reserves the right to amend or discontinue the plan and/or program described in this summary at any time without prior notice to, or consent by, employees.

Laptop Issue & Usage Agreement

Hashedin ("Company") in consideration of improving productivity and meeting business needs of the Company has decided to issue Laptop and components like power supply adaptor & installed softwares ("Laptop") to employees and contractors ("Employees") based on appropriate recommendation from the Managers.

The issue, usage and return of Laptop are governed by following terms & conditions:

1. Ownership of Laptop shall lie with the Company. Any data created or stored on the Laptop shall be property of the Company.
2. The Laptop shall be used for Company related activities. Employees are permitted to use the Laptop for a reasonable amount of personal use.
3. The Employee shall ensure that Laptop and contents in the same comply with all of Company's IT policies and practices including data security, network traffic etc. The Employee shall make sure that Laptop does not contain any unauthorized software or programs. The Company is authorized to audit and monitor the Laptop at any point of time without notice.
4. The Employee shall be responsible for safety and security of Laptop including theft, damage or loss. The employees shall inform the Company promptly about any such incidence, if any. The Employee may need to compensate for the same. However, the Company, at their sole discretion, may waive off this cost based on their analysis of the incidence.
5. The Employee shall return the Laptop to the designated Manager or department before leaving the Company.
6. The Company may withdraw the Laptop anytime without any notice or reason.

Acceptance:

I have read, understood and accepted all terms and conditions stated above. I shall use the Laptop for various Company related activities only. I shall return the Laptop before

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leaving the Company.

Name: Vidur Pherwani

Signature: 

Date: 28-06-2021

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