

DIGISSENTIAL ENTERPRISES PRIVATE LIMITED

Corp. Off.: # 201, 2nd Floor, Satellite Silver, Near Marol Metro Station, Andheri (East),
Mumbai – 400 059.

16th January, 2017

To:

Mr. Raman Gupta

Mumbai.

Appointment Letter

Dear **Raman**,

We have pleasure in offering you a position as ‘**Senior Java Developer**’ in our organization, effective from **20th February, 2017 or earlier** on the following terms and conditions:

Prior to accepting this Offer, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

1. Reporting

You will be reporting to the **IT & Engineering Head** of the Company.

2. Placement & Compensation

Details of your compensation are as listed out in *Annexure “A”*. Your compensation will be governed by the rules of the Company on the subject, as applicable and/or amended hereafter.

3. Salary revision

Salaries of **eligible** employees will be reviewed in March each year. Salary revisions are discretionary and will be subject to, and on the basis of, effective performance and results, contributions to the Company, teamwork and other performance indicators as will be defined for each individual within 3 months of joining.

4. Posting & Transfer

Your initial posting will be at **Mumbai**. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

5. Probation:

You will be on probation for a period of **three months** prior to confirmation. The period of probation can be extended at the discretion of the Management and you will continue to be on probation till an order of confirmation has been issued in writing.

6. Full time employment

Your position is a whole-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 for remuneration (in cash or kind, part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as retail shareholder / debenture holder), in any other trade or business during your employment with the Company, without permission in writing from the Managing Director of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

7. Confidentiality

You will not, at any time, during the employment or after, without the consent of the Managing Director disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out or any other information pertaining to the Company, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

During the course of your employment with the Company you will have access to confidential/proprietary information about the organization, its clients, its business transactions, and associated companies. You shall not during your course of Employment or after you have ceased to be in the employment of this organization, disclose such confidential/proprietary information to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this Company trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of the Company. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to the Company that you may have obtained during the course of your employment.

Before disclosing any Company information to a 3rd Party including but not limited to potential employees, business partners and suppliers you will issue and have signed a Company NDA which must be signed by authorized signatories of each organization.

The content and terms of this appointment letter are strictly confidential and are not to be disclosed by you in part or full to any other individual or entity unless required by law.

8. Intellectual Property

If you conceive any new intellectual property or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, all such developments will be fully communicated to the Company and will be, and remain, the sole right/ property of the Company.

9. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the Company as laid down in relation to conduct, discipline and other matters. You will always be responsible for all duties attached to your office and conduct yourself accordingly. You must effectively perform these to ensure results and fulfil your obligations to the Company.

10. Past Records

If any declaration given, or information furnished by you, to the Company proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

11. Retirement

The retirement age is **58 years**. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

12. Termination of employment

During the probationary period and any extension thereof, your services may be terminated on either side by giving one week's notice or salary in lieu thereof. However, post confirmation the services can be terminated from either side by giving **two months** (60 days) notice or salary in lieu thereof.

Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

During your employment and post termination of your employment with the Company you will not directly or indirectly solicit or attempt to hire any employees of the Company away from the Company, or do anything detrimental to the Company.

13. Medical Fitness

This appointment is subject to your being, and remaining, medically fit during your employment with the Company.

Please confirm your acceptance of the appointment on the above terms and conditions by signing and returning this letter for our records.

Yours faithfully,

For: Digissential Enterprises Pvt. Ltd.

Position: **President**

I have read the terms and conditions of this letter of appointment and confirm my acceptance of the same.

(Signature and Date)

ANNEXURE 'A': COMPENSATION DETAILS (Salary & applicable benefits)

Name : **Raman Gupta**
Designation : **Senior Java Developer**
Date of joining : **20/02/2017 or Earlier**
Location : **Mumbai.**

a) Remuneration

Description	Annual Amt (Rs.)	Monthly Amt (Rs.)
Basic	444,000	37,000
HRA	333,000	27,750
Conveyance	19,200	1,600
Medical Allowance	15,000	1,250
Special Allowance	298,800	24,900
Total Gross Salary	1,110,000	92,500

The above structure is subject to change without affecting the overall gross compensation adversely. All applicable taxes would be borne by the employee.

Performance related bonuses shall be paid on the basis of mutually agreed performance targets up to the maximum indicated in the Remuneration breakdown. Performance bonuses are not guaranteed payments and will be paid during or at the end of each fiscal year.

b) Medical insurance

- i. You will participate in the Company Medical insurance cover as and when available, the details of which shall be published by the Company and are subject to change.