

**ONDIRECT/24-25/APT/
20 January 2025**

Mr. Prathmesh Ramesh Patil
Pune

SUBJECT: LETTER OF APPOINTMENT

Dear Mr. Prathmesh Ramesh Patil

With reference to your interview and subsequent discussions you had with us, the management is hereby pleased to appoint you in our organization w.e.f. **20 January 2025** on the following terms & conditions:

1. Designation:

You will be designated as **Php Developer** in the **Digital Marketing** Department.

2. Place of Posting:

You will be posted in our office at On Direct Marketing Services LLP, **Pune**. You are liable to be transferred to any other Department, Unit, Post or place either in existence or to be set up / established/ opened in future either in India or abroad. You are also liable to be sent on deputation for service at any station or in any company, in which ON DIRECT MARKETING SERVICES LLP or any of its subsidiary companies have an interest. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you. Non-Compliance of the transfer order shall be an act of misconduct.

3. Grade:

You will be placed in Grade **S1** as per the structure of the company.

4. Duties and Responsibilities

Your target would be reviewed at the end of each month. The Company will expect you to work with a high standard of initiative, efficiency and economy. You will perform, observe and confirm to such duties, directions and instruction assigned or communicated to you by the company and those in authority over you.

You will devote your entire time to the work of the Company and will not undertake any direct/indirect business or work, honorary or remunerator except with the written permission of the Management in each case. Contravention of this your services would be liable for termination with immediate effect, notwithstanding any other terms and conditions mentioned in the appointment letter.

You shall neither divulge nor give out to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of ON DIRECT MARKETING SERVICES LLP's and its clients business and operating processes, technical know-how, administrative and/or organizational matters of a confidential/secret nature, which may be your privilege to know by virtue of your being our employee. To this effect, you will be required to sign a non-disclosure agreement when you join the Company.

(ii) Under applicable law and under terms of your employment and confidentiality agreement with the Company, you are required to keep all such information confidential and not to use it for the detriment of the Company. In particular, you may not use it for, or disclose it to, any new employer that is or may be a competitor of the Company. Furthermore, to the extent you were to solicit any existing customers under contract with the Company, the same maybe in breach of your contract/confidentiality obligations and may also constitute tortious interference with Company's contractual relationships.

5. Probation:

Your appointment shall be on probation for an initial period of six months from the date of joining of your services and at the end of which your services shall automatically deemed to be confirmed unless otherwise specified.

6. Separation:

- a) During probation or extended period(s) thereof, your service is liable to be terminated without assigning any reason or payment in lieu thereof. In case you leave your employment during probation period, a notice of 30 days would be required, without giving requisite notice, no relieving order will be issued and settlement of dues will be at the discretion of the Management.
- b) **Subsequent to confirmation**, you can terminate this contract by giving a notice of Two Month or payment of Two Month's gross salary in lieu thereof. written notice to terminate this agreement. It is mandatory for the employees in the leadership, management and support teams to serve the complete notice period. In case you leave your employment without giving requisite notice, no relieving order will be issued and settlement of dues will be at the discretion of the Management.
- c) The employee will be deemed to have abandoned his/her employment if he/she discontinues service for more than 3 days without prior approval from his reporting Supervisor/Manager.
- d) The services of such employees will be terminated on non-communication on employee's behalf with his/her supervisor/Manager or the HR representative.

Full & Final settlement of dues will be processed after 45 days approximately irrespective of voluntary or involuntary separation. **The management reserves the right to deduct or recover all expenses incurred during your tenure with the company, if the required notice period has not been served.** This may include but not limited to cost for recruitment, training, on-boarding, infrastructure and other costs.

Notwithstanding the aforementioned, the Company shall be entitled to terminate your employment without notice, indemnities and compensation in any of the following events:

- i) If you are, in the opinion of the Company, guilty of dishonesty, misconduct or negligence in the performance of your duties.
- ii) If you have been found to have committed a serious breach or continual material breach of any of your duties or obligations.
- iii) If you are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the Company's affairs or any of its subsidiaries or related companies.
- IV) If you have been found joining another organization at the time you are associated with ON DIRECT MARKETING SERVICES LLP. This is a legal breach of law of dual employment.

V) Remuneration: It is agreed that the company may from time to time add, modify or repeal any remuneration, benefit, facility that may have been extended to you on a

review of the organization's functioning, finances and prospects and you shall be bound by the organization's decisions in this behalf.

VI) Moonlighting: You agree not to undertake employment, whether full- time or part - time, as the Director/Partner/Member/Employee of any other organization/entity in any form of business activity without the consent of the Company. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company. In any circumstances, at any time, if you are found to engage in two employments, in violation of this Clause, you will be given an opportunity to terminate your employment with the Company or with the second employment."

7. Retirement:

You shall retire from the services of the company on attaining the age of 58 years on the basis of the age submitted by you, subject to your being medically fit.

8. Remuneration:

Your monthly compensation details are enclosed in Annexure - A, Page no. 7.

(i) PF Contribution:

A sum equal to 12% of your Basic Salary subject to a minimum of Rs. 1800.00 would be deducted each month towards your contribution towards Provident Fund and a matching contribution towards Provident Fund and a matching contribution as per prescribed rates under The Employees Provident Fund and Miscellaneous Provisions Act 1952 of your Basic Salary would be contributed by the company.

Professional Tax: Professional tax will be applicable as per government rules.

(ii) Gratuity

You will be eligible for the payment of gratuity in accordance with the provisions of Payment of Gratuity Act, 1972, as and when applicable; upon completion of 5 (five) years of continuous service with us. The amount of gratuity will be equivalent to (15) fifteen days Basic salary last drawn for each completed year of service. To be more specific gratuity shall be paid in accordance with the provision of section 4 of this Act. However, the gratuity or its eligibility shall stand forfeited in the event of your services being terminated for any act, proven willful omission or negligence that causes, results or leads to any damage or loss to the company, in any form whatsoever or otherwise as the case may be. Thus gratuity may be wholly or partially forfeited in accordance with the provision of section 4(6) (a)/ 4(6) (b) of the payment of Gratuity Act, 1972.

(iii) Specialized Training

If you are provided any Specialized Training, then you are bound to serve the company for such period as specified in the bond for Training that you may be expected to execute at that time.

9. CONFIDENTIALITY

Recognition of Company's Rights Non-Disclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or

incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

Proprietary Information: The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

Third Party Information: I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1. **Force Majeure:** The employer or employee hereto shall not be liable for failure to perform or for delay in performance of any provision/s of this Contract if such failure occur on account of any of the following events such as fire, accident, riots, flood, pandemic, earthquake, epidemic, storm, terrorist activities, war, Act of God, or any irresistible force (Hereinafter called "Force Majeure" Event) restraining to performing the services, and which are not attributable to the fault or negligence of the said parties.
2. If such Force Majeure event continues to operate for a period exceeding 1(one) month, the enforceability of the terms and conditions mentioned in the said Contract shall be mutually decided between both the employer and the employee. Further, if the premises or any part thereof, is sealed or prohibited to be used due to any circular/notification of Governmental/Municipal/Judicial/Quasi- Judicial or local authority resulting in the Employer being unable to use and access the said premises then, the entitlement of the Employment benefits shall be decided at the sole discretion of the Management.
3. **Others: Misconduct (Sexual Harassment & Medical Fitness/BGV)**
 - a. Under the Sexual Harassment Prevention Act. 2013, sexual harassment is considered as misconduct. The Consequences of such misconduct can be – apart from deduction of wages, termination of employment or transfer to another location.
 - b. Your appointment is contingent upon Medical Fitness Certificate satisfactory reference background checks, including verification of your application materials education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non- competes obligation or other restrictive clauses with any previous employer).
 - c. You will be governed by the Company's policies during the course of your employment. It will be obligatory on your part to ensure compliance to the applicable statuses, regulations and requirements laid down by the

Company and other regulatory and statutory bodies. Violation of the terms and conditions mentioned herein would attract disciplinary and/or legal action, including immediate termination.

The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies and abide by the same.

10. **Rules & Regulations 10.1 Employment:** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.2 Medical Fitness: This appointment shall be subject to your being found medically fit. Further you are required to maintain yourself in a state of medical fitness (physical & mental). In case at any particular point of time you are found medically unfit during your services, the Company will be liable to take a decision of continuing or terminating followed by a medical check which may also happen through Company assigned Physician.

10.3 Authentication: The Company shall verify the facts stated by you in all Company documents, which you submitted during the interview process. If any of the facts stated by you in the resume / documents is found not true, your services will be terminated immediately without any notice or any compensation in lieu of the notice period.

GOVERNING LAW

This agreement shall be governed by the Laws of India and the Courts at PUNE will have the jurisdiction to try all / any dispute/s that may arise out of this contract.

If you find that the terms are favorable, please indicate your acceptance within five (5) days from the date of this letter.

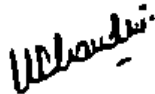
We welcome you again to our family and trust your association with us would be a long and meaningful one.

Your salary details are strictly private and confidential and details in this letter must not be disclosed and discussed to others.

Please sign the duplicate copy of this letter confirming your acceptance of the above terms and conditions of appointment and return it to us for office records.

Thanking You,

For,
On Direct Marketing Services LLP.



Name: Upasna Khanduri

Designation: Chief People Officer
Department: Human Resource

Accepted By

Name:

Date: ____ / ____ / ____

Annexure I

Compensation break-up for “ PRATHMESH RAMESH PATIL ”, 108616-

Monthly CTC	29000.00
Gross Benefit Amount	27260.00
Other Benefits	
Contribution Amount	1740.00
Recurring Deduction Amount	1740.00
Net Take Home Before Tax	24834


GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY REMUNERATION	YEARLY REMUNERATION
Basic	Fixed	14500.00	174000.00
HRA	Fixed	7250.00	87000.00
Attendance Incentives	Fixed	4000.00	48000.00
Management Allowance	Fixed	1510.00	18120.00

OTHER BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY REMUNERATION	YEARLY REMUNERATION

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1740.00	20880.00
Employer Gratuity	0.00	0.0.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY REMUNERATION	YEARLY REMUNERATION
Employee PF	Fixed	1740.00	20880.00
PT	Fixed	200.00	2500.00
Gratuity	Fixed	486.00	5832.00

For,
ON DIRECT MARKETING SERVICES LLP.


Name: Upasna Khanduri
Designation: Chief People Officer
Department: Human Resources

Accepted By

Name:
Date: