

February 18, 2022

## Dear Jebin Koshy

We are pleased to offer you the position of Product Manager with our organisation. Your place of work will normally be in Bangalore, but if the exigencies in company's work so require, you may be posted at different location(s) where we operate.

You will be on a probation for the first 3 months, and owing to performance we will review your role, and position there on.

Enclosed are your 'terms and conditions' of service and we shall be grateful if you will confirm that these are acceptable to you by signing and returning the original documents.

Please also submit copies of PAN Card, and Voters ID and Passport, each. Please also return duly signed copies of the official documents like, which are shared with you for our official records.

Please carefully read and comply with the below mentioned 'Terms' which apply to your employment with us.

**Salary** As part of your employment with Functionary Labs Pvt Ltd, you will be provided with a yearly salary of 300,000 INR.

**Leaves** You will be entitled to 22, working days leave per annum, subject to approval from your reporting manager(s)/department head/management. Details regarding the official categories, eligibilities, approval work- flows, etc., with reference to leaves, will be provided to you separately.

Retirement Age The retirement age for all employees is 50 years.

**Terminal Benefits:** For the purpose of determining your terminal benefits your length of service with the Company will commence from the date on which you join the Company. Statutory deductions like PF, Gratuity, etc., will be applicable from the date company successfully registers with the respective government agencies or your employment commencement date (in case we have already registered with one/any such agencies).

**Service Agreement** This offer is subject to you accepting the 'Code of Conduct' and 'Disciplinary Procedures' (attached along with) and abiding by all clauses lay therein. (subjected to individual company policies).

Place of Work: 24, Caravel Building, 1st A Main Road, ST Bed, Koramangala

24, Caravel Building, 1st A Main Road, ST Bed, Koramangala 4th Block, Bengaluru, Karnataka 560095

February 3, 2020

4th Block, Bengaluru, Karnataka 560095 June 25, 2018

Your place of work will normally be in as mentioned above, but if the exigencies in company's work so require, you may be posted at different location(s) where we operate. If in the course of your work, you are required to travel within India or abroad, you will be eligible for all lodging and travel expense reimbursements at actual and daily allowances as per the rules of the company prevalent at the time of travel.

Non-Solicitation: Without the prior written consent of the company, you shall not for a period of 2 months after the cessation of your employment with the company (howsoever that comes about) directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person which is wholly or partly in competition with any business carried on by the company, its subsidiaries or associated Companies; So-licit, induce, entice away from the company, its subsidiaries or associated Companies or employ, engage or appoint or in any way cause to be employed, engaged or appointed, any person employed or engaged by the company, its subsidiaries or associated Companies, or Canvass, solicit or approach or cause to be canvassed, solicited or approached any client or customer of the company, its subsidiaries or associated Companies about whom you have gained knowledge as a result of your employment with the Company during the course of your employment with the company for the sale or supply of products or services which are materially similar to or competitive with any products or services sold or supplied by the company, its subsidiaries or associated Companies where you have gained knowledge as a result of your employment with the Company of such products or services being so sold or supplied. Each of the restrictions is intended to be separate and severable: if any restriction is held to be unreasonably wide but would be valid if part of the wording were deleted, such restriction will apply with so much of the wording deleted as may be necessary to make it valid.

**Outside Employment** During your employment you shall devote the whole of your time, attention and ability to the business and affairs of the Company and shall use your best endeavours to promote the Company's interests. You shall not without the previous written consent of the Company be concerned or interested directly or indirectly in any way in any business other than that of the Company or accept remuneration for any other employment or service whatsoever, except that you may hold shares or securities in any company which is quoted on a recognised stock exchange or dealt in publicly.

**Secrecy** You shall not either during the continuance of your employment except in the proper course of duty or with the express written consent of the company divulge or make use of any secrets or of any correspondence, accounts, information, connections or dealings whatsoever of the company, its subsidiaries or associated Companies or of any customer or correspondent of any of them or of any knowledge gained in relation thereto during the term of employment and shall not alter, obliterate, spoil, destroy, waste, embezzle, spend or without the express written consent of the company take away from the custody of the company any of the books, papers, writings, accounts, money or other property of the company, its subsidiaries or associated Companies or of any customer or correspondent of any of them.

**Notice of Termination** In the event either the Company or the employee wishes to terminate the employment, one month notice in writing from either side will be required. However, in cases in or on account of the Company desiring to do so, it may, at its sole and absolute discretion do so by paying the employee one month basic salary in lieu of notice. Conversely the Company may, at its sole and absolute discretion waive the notice period of 1 month(s) if it considers circumstances so warrant.

**Sick leave** May be granted at the discretion of the Company but if the employee is absent 2 from work due to ill health for a period or periods totalling 30 days in a particular annual leave cycle, the Company reserves the right to terminate his/her employment without any notice. If an employee commits any breach of the 'Code of Conduct' and 'Disciplinary Procedures' or his conduct is detrimental to the interests of the Company his/her services will be terminated without any notice or payment in lieu thereof.

**Acceptance** Your signature on this document will serve to signify your acceptance of the terms and conditions contained herein.

Regards

## **Muneef Hameed**

CEO, Functionary Labs Pvt Ltd



