

LETTER OF OFFER

**PRIVATE AND CONFIDENTIAL**

Sagnik Singha Roy,  
106/1 Shanti Nagar Road,  
Serampur, Uttarpara,  
Kotrung M, Bhadrakali,  
Hooghly, West Bengal-712232

Date: 18<sup>th</sup> May, 2021

Dear **Sagnik Singha Roy**,

We are delighted to offer you employment in the position of **Junior IT Analyst** with EnablecapPrivate Limited ("**Company**").

Your annual salary on a Cost to Company basis will be Rs. **2,40,000 (Rupees Two LakhForty Thousand Only)** per annum. Please refer to **Annexure - 1** for a breakdown of your compensation.

Your employment shall be subject to a probationary period of **6** months from your actual employment start date. The Company may choose to extend such probationary period to the extent it deems fit.

You are responsible for providing the Company with all information necessary to determine your allowances and benefits. Your salary will be reviewed annually and any increase will be at the sole discretion of the Company having regard to individual and Company performance.

Please refer to **Annexure - 2** for your **Terms and Conditions of Employment** with the Company.

This offer is also conditional upon you having the right to work in India and successfully completing the pre-employment screening process.

This offer will be deemed accepted when you sign this letter along with the Terms and Conditions of Employment and return it to the undersigned within **1** working day. On acceptance of our offer, we shall communicate the date of joining. This offer shall automatically lapse and be considered as forfeited if we do not receive your acceptance in the prescribed form and within the prescribed time, in which case we request you to destroy this letter.

Should you accept this offer, you are requested to provide the Company with self-certified copies of the following documents (unless provided earlier) along with 2 recent passport-sized photographs:

1. Previous employment letter(s)
2. Current passport
3. Relevant educational and professional certificates
4. Last three (3) drawn Payslips
5. Permanent Account Number(PAN)
6. Birth certificate
7. Driving license
8. Aadhar card

Enablecap Private Limited  
23 Sarat Bose Road, Annapurna Apartment, 1<sup>st</sup> Floor, Suit No – 1B, Kolkata, West Bengal – 700016  
E-mail : [contact@enablecap.in](mailto:contact@enablecap.in)



9. PF code number

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of the Company.

We wish you a successful career with the Company.

Yours sincerely.

For **Enablecap Private Limited**

A handwritten signature in blue ink, appearing to read "N. Kumbhat", with a horizontal line drawn underneath.

**Nirpeksh Kumbhat**  
**Founder**  
**Enablecap Private Limited**

*Encl.: As above*

**Acceptance**

I hereby accept the offer of employment with EnablecapPrivate Limited as set out or referred above and agree to join on such date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Signature: .....

Name: .....

Date: .....

### **ANNEXURE - 1**

Name of the Employee: Sagnik Singha Roy		Designation: Junior IT Analyst	
Nature: Permanent		Location: Kolkata	
Department: IT			
Element of Salary	Amount (INR)		
	Per Month	Per Annum	
Basic Salary	8,500	1,02,000	
HRA	3,400	40,800	
Daily Conveyance Allowance	1,600	19,200	
Medical Allowance	1,500	18,000	
LTA	800	9,600	
Special Allowance	300	3,600	
Children Education Allowance	400	4,800	
Telephone & Broadband	500	6,000	
Gross Salary	17,000	2,04,000	
1 Year Retention Bonus / ERB*		36,000	
Annual CTC	2,40,000		
Rupees Two Lakh Forty Thousand Only			

- ERB / Retention Bonus\* will be paid after completion of a year of employment.
- All payments are subject to appropriate Taxation.
- Taxation will be governed by Income Tax rules. The company will be deducting income tax at source as per income tax guidelines.
- All payments would be as per the company's rules and regulations and administrative procedures.
- Any other allowance/ benefit as per Company policy and as per your grade or location as mentioned in the approved Employee Handbook shall apply and be subject to submission of requisite supporting documentation by you.
- Salary information is strictly confidential and must remain private.
- The above amounts shall be subject to tax to be deducted according to the provisions of the IT Act.

Signature: .....

Name: .....

Date: .....

## **ANNEXURE – 2**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

The following terms and conditions of employment apply to your employment with EnablecapPrivate Limited (the “**Company**”).

#### **1. Date of Commencement**

1.1 Your period of employment will commence on **19<sup>th</sup> May, 2021** or such a later date as may be communicated to you by the Company. Your failure to report to **Kolkata** at **10:00 am** on this date would be construed as if you have rejected the Company’s offer for employment.

1.2 You agree that you may, during your employment with the Company, be transferred, assigned, or seconded by the Company to provide your services to an Associated Company or to third parties (including clients, vendors, etc.), at the sole discretion of the Company. The period of such transfer, assignment, or secondment shall count as continuous employment with the Company. However, the Company does not guarantee the continuation of any benefits or perquisites at the new location.

#### **2. Duties**

2.1 You are employed as a **Junior IT Analyst and** will report directly to the **Founder and Co-Founder**. You will perform all acts, duties, and obligations, and comply with such orders, as may be designated by the Company. Depending on business needs, the Company may, at its sole discretion, change your job title or require you to undertake the duties of another position, either in addition to or instead of your existing duties. The Company may also transfer you to any other role, team, department or offices of Company or of an Associated Company.

2.2 As a condition of your employment, you are required to abide by and comply with the policies contained in the Company’s Employee Handbook, which is available on the Company’s intranet. The Company reserves the right to amend, alter or modify, vary or supplement from time to time its policies, rules and regulations including those as set out in the Employee Handbook. In the event of any inconsistency between the terms and conditions herein and any policies of the Company, the terms and conditions herein shall prevail to the extent of the inconsistency.

2.3 During the course of your employment, the Company requires you to fully cooperate with other employees, officers, directors, consultants, and advisors, of the Company, all Associated Companies and entities with which the Company has contracted, currently or in the future.

2.4 During the course of your employment, in addition to your assigned tasks and work responsibilities, the Company may require you to interact and work directly or indirectly with external entities including but not limited to clients of the Company or any Associated Company. Whilst dealing or working with such entities, you are expected to act as a brand ambassador of the Company through courteous conduct, positive behavior, a cooperative attitude and working skills so that the reputation and goodwill of the Company or any Associated Company is enhanced and not adversely effected. You must comply with any client policies that may be relevant to you. Any negative omission or commission on your part, brought to the notice of the Company may result in strict disciplinary action against you.

2.5 You shall remain medically fit at all times to perform the duties assigned to you. You may be required by the Company to undergo a medical assessment from time to time to determine whether you are medically fit, and you consent to any medical report from such assessment being disclosed to the company.

2.6 You shall not engage in activities that could result in a conflict of interest with the Company or any Associated Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be immediately disclosed in writing to the Company.

2.7 Your employment will be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India. Without limiting the generality of the foregoing, you covenant that you shall not at any time during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with the knowledge that some, or all of that money, or other things of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with Company's business.

### **3. Hours of Work**

3.1 You will be required to work 9 hours including 1 hour break and 6 days as notified by the management. The Company may alter your working hours/days as per business needs.

### **4. Place of Work and Travel**

4.1 Your current place of work shall be the **Enablecap office** site in **Kolkata**. However, you may be required to work at any other premises which the Company currently has or may later acquire or occupy. The Company may require you to work from different locations remotely and/or at client sites, as may be informed to you from time to time.

4.2 The Company may require you to travel within India for the performance of your duties.

### **5. Remuneration, Expenses, Deductions and Variables**

5.1 Your salary shall be payable on a monthly basis (in arrears) by cheque or credit transfer. At the beginning of every financial year, you will be required to inform the Company's accountants/payroll agents of your proposed investments. Your salary shall be inclusive of applicable statutory contributions if any, and tax to be deducted at source by the Company.

5.2 You shall be paid or reimbursed (in accordance with the Company's reimbursement policies, as in effect from time to time) for any reasonable or necessary professional expenses incurred by you whilst performing your duties on behalf of the Company, subject to you producing receipts in respect of such expenses, and provided such expenses have been incurred in line with the Company's policy from time to time in place and/or approved in advance by the Company.

5.3 The Company shall be entitled at any time during your employment, or in any event on termination, howsoever arising, to deduct from your salary any monies due from you to the Company including but not limited to any overpayment of wages/expenses/bonus/commission payments (whether by mistake or as a result of fraudulent submission by you) outstanding loans, advances, relocation expenses, training costs, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering the same), excess holiday and any other monies owed by you to the company.

5.4 The Company has the right to introduce Variable Performance Pay / Variable Pay / Incentive Pay at any point in time and also has the right to decide the amount of variable in the CTC. At the time of the appraisal, the increment will be purely performance driven and on the basis of the performance, a variable amount will be decided.

## **6. Holidays**

6.1 Please refer to the Employee Handbook for information in respect of leave and holidays

## **7. Leaves**

7.1 During the Probation, an employee is entitled to get a combined of 18 days of paid leaves during the year and the leave will be credited on Pro-rata basis from the date of joining.

## **8. Non-Disclosure of Confidential Information**

8.1 You shall not, either during your employment (except in the proper performance of your duties) or at any time (without limit) after the termination thereof, howsoever arising, directly or indirectly:-

8.1.2 use for your own purposes or those of any other person, company, business entity, or other organization whatsoever; or

8.1.3 disclose to any person, company, business entity, or other organization whatsoever, or

8.1.4 through any failure to exercise all due care and diligence, cause or permit any unauthorized disclosure, publication, divulgence or dissemination of any trade secrets or confidential information relating or belonging to the Company or its Associated Companies whether (without limitation) in graphic, written, electronic or machine-readable form on any media including but not limited to any such information relating to customers, customer lists or requirements, commission lists or commission structures, marketing information, business plans or dealings, employees or officers, financial information and plans, compensation or bonus data, formulas, research activities, methods of telemarketing and direct mail approaches, information held on computer discs or personal databases, any document (irrespective of whether it is marked "confidential") or any information whether or not you have been told is confidential or whether or not you might reasonably expect the Company would regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, candidates or other persons (the "**Confidential Information**"). Any such Confidential Information shall at all times remain the property of the Company.

8.2 You shall not at any time during the continuance of your employment with the Company make any copies, images, photographs, notes, or memoranda relating to any matter within the scope of the Company's business, dealings, or affairs other than for the benefit of the Company or any Associated Company, or unless expressly authorized by the Company or any Associated Company.

8.3 Unless it is necessary for the performance of your duties, you shall not retain or make any originals or copies of letters, faxes, e-mails, reports, agreements, software programs, magnetic tapes/discs, notes, CDs, DVDs, or other electronic storage media or other documents or data of whatever nature or store any such data in any media whatsoever containing the Confidential Information without the consent of the Company. You shall not without the prior written consent of the Company disclose to any third party or use the Confidential Information in whatever form nor use the same in a manner that may cause loss or injury either directly or indirectly to the Company or any Associated Company or is likely to do so.

8.4 You agree to enter into a direct agreement or undertaking with any client of the Company in respect of confidentiality and/or non-disclosure if so requested. The Company may also require you to comply with certain rules and policies of the Company's clients.

8.5 Your obligations contained in this Clause 8 shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure in breach of your obligations or if you are required to disclose any information by law or in connection with any legal or regulatory proceedings.

8.6 Your obligations contained in this Clause 8 shall survive the termination of your employment with the Company and shall be in addition to any other confidentiality undertaking required to be provided by you to the Company, its clients or to its Associated Companies in the course of your employment with the Company.

## **9. Intellectual Property Rights**

You irrevocably and unconditionally recognize, covenant with and undertake to the Company that:

9.1 the Intellectual Property Rights (as defined below) which arise in the course of the business of the Company shall belong to the Company and that such Intellectual Property Rights are the sole property of the Company;

9.2 notwithstanding any originality, skill, labor, and effort originating from you during the term of your employment, you shall not during or after your employment have any right, title or interest in or to such Intellectual Property Rights (by themselves or in combination with any other works including computer programs, computer output, computer service, and data) and any goodwill arising through any use thereof, and that all such right, title or interest shall be vested legally and exclusively in the Company. You hereby waive all moral rights in relation to the Intellectual Property Rights;

9.3 in the event any such Intellectual Property Rights shall vest or shall come to vest in you at any time as a result (whether directly or indirectly) of the operation of law or of anything done by you in pursuance of your employment under the laws of any country, you hereby irrevocably, absolutely and perpetually assign and agree to assign, to the Company, all such Intellectual Property Rights for the full term during which such Intellectual Property Rights shall subsist and this agreement shall constitute the written assignment of the same, and prior to such assignment becoming effective, you shall hold all such Intellectual Property Rights on trust absolutely for the benefit of the Company.



Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Intellectual Property Rights in favor of the Company.

9.4 you shall forthwith upon demand at the expense of the Company execute all documents and do all such acts and things required to vest or perfect any vesting of all such Intellectual Property Rights legally and exclusively in the Company or any nominee or assignee of the Company (as the Company shall direct) and hereby irrevocably appoint the Company or its nominee(s) to be your attorney to execute and do in your name or in the name of the Company all documents, acts or things as you have agreed to execute and do for such purpose; and

9.5 you shall not without the Company's prior written consent enter into any arrangement under which any third party is commissioned or appointed (in your own capacity or as agent for you) to assist you in any manner that may confer any such Intellectual Property Rights, interest or title upon such third party. Notwithstanding the foregoing, you shall forthwith upon demand secure the valid assignment or licenses from such third party upon terms acceptable to the Company so that the said rights may vest legally and exclusively in the Company or any nominee or assignee of the Company;

For the purpose of this Clause 2, "Intellectual Property Rights" means all rights, title, and interests in intellectual property rights including without limitation:

(a) trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names and e-mail address names), unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs, Inventions (as defined below) and patents in whatever form on whatever media;

(b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a); and

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b), and "Inventions" means all patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works (including without limitation computer programs), new designs and the like discovered or created by you either solely or jointly with others in the course of your employment with the Company or discovered or created as a result (whether directly or indirectly) of anything done by you either solely or jointly with others in pursuance of your duties hereunder or created or developed by you either solely or jointly with others with the aid, assistance or use of the Company's resources, equipment, supplies or facilities.

9.6 You agree to enter into a direct agreement or undertaking with any client of the Company in respect of confidentiality or intellectual property rights if so requested.

## **10. Exclusivity of Service**

10.1 You are required to devote your full time, attention, and abilities to your job duties during working hours, and to act in the best interests of the Company at all times.

10.2 Whilst in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary, or part-time basis, and nor shall you offer your services with or without consideration to any physical person, legal entity, or public authority without the prior



written consent of the Company. You must not, without the written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or is likely to be a conflict with the interests of the Company or any Associated Company or where this may adversely affect the efficient discharge of your duties.

#### **11. Receipt of Payment and Benefits from Third Parties**

Subject to any written regulations issued by the Company which may be applicable, you or your Immediate Relatives will not be entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission, or other benefits from third parties in respect of any business transacted (whether or not by you) by or on behalf of the Company or any Associated Company and if you, your Immediate Relatives or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefits you will forthwith account to the Company or Associated Company for the amount received or the value of the benefit so obtained.

#### **12. Grievance Redressal**

Please refer to the Employee Handbook for information in respect of the redressal of any employee grievances.

#### **13. Termination of Employment**

13.1 Your employment with the Company is terminable by either yourself or the Company by giving written notice as per your job title/ band as follows –

- For Manager and below – 2 months
- For Senior Manager and above - 3 months
- The Company may terminate employment for unsatisfactory performance or

failure to meet targets by providing a 15 days notice in writing with 30 days CTC as compensation.

13.2 In addition to any other express provisions set out herein, in the Offer Letter and in the Employee Handbook, the Company reserves the right to terminate your employment without any notice if it has reasonable grounds to believe you are guilty of misconduct or negligence, or if any information provided by you to the Company is misleading or inaccurate, or if you have concealed any material information which was relevant to your employment with the Company.

13.3 Your employment with the Company shall automatically terminate upon your death or permanent disability, mental or physical illness which may hamper your working efficiency and performance.

13.4 You shall retire from the Company upon reaching the age of 60 years. The Company however reserves the right to extend the retirement age. For determination of your age, the details in the documents furnished by you at the time of joining will be deemed to be final.

13.5 The Company reserves the right to pay salary in lieu of any notice of termination or employment (subject to a duty to mitigate your loss) which it or you are required to give.

13.6 The Company reserves the right to suspend or place you on garden leave and may require you not to attend at work and/or not to undertake all or any of your duties hereunder during any investigation or during any period of notice (whether given by you or the Company), provided

Enablecap Private Limited

23 Sarat Bose Road, Annapurna Apartment, 1<sup>st</sup> Floor, Suit No – 1B, Kolkata, West Bengal – 700016

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always that the Company shall continue to pay your salary and contractual benefits. The Company reserves its right during garden leave to:

- (a) cease to vest in or assign to you any powers or duties or to provide any work to you;
- (b) change your job title or duties as the Company decides appropriate;
- (c) prevent you from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;
- (d) exclude you from the Company premises; and/or
- (e) announce to employees, clients, customers, vendors, and other relevant persons of the Company that you have been given notice of termination or have resigned.

You hereby acknowledge and confirm that you will comply with any conditions laid down by the Company during the period of garden leave and accept that your duties of confidentiality and good faith continue to apply, together with all of the obligations contained herein.

13.7 On the termination of your employment, you will forthwith return to the Company in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports, and other documents and any originals or copies thereof or any information or data in your possession or under your control and any other property belonging to the Company, its clients or its Associated Companies (including but not limited to the Company car, keys, phones, laptop, blackberry any relevant passwords and passes) which are in your possession or under your control. You will confirm in writing that you have complied with your obligations under this Clause 13.7 and provide to the Company written confirmation in respect of such delivery as may be required.

13.8 If your employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation, or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking), and if you have been offered employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under the terms and conditions herein, then, you shall have no legal or contractual claim against the Company by reason of the termination of the employment.

#### **14. Restrictions**

14.1 You hereby covenant that you will not at any time during your employment with the Company and for a period of 2 years or such longer period as the Company may determine, immediately following the Termination Date, whether on your own behalf or in conjunction with any person, company, business entity or other organization whatsoever, directly or indirectly, within the Prohibited Area:

14.1.1 solicit or assist in soliciting, in competition with the Company, the custom or business of any Customer or Candidate:

- (a) with whom you have had personal contact or dealings on behalf of the Company during your employment; or
- (b) with whom employees reporting to you have had personal contact or dealings on behalf of the Company during your employment; or
- (c) for whom you were directly or indirectly responsible during your employment; or

14.1.2 induce, solicit, entice or procure, or attempt to induce, solicit, entice or procure, any person who on the Termination Date is an employee, director or consultant of the Company, and with whom you had contact during your employment, to cease providing services to the Company whether or not any such person would thereby commit a breach of contract; or

14.1.3 accept into employment or otherwise engage or use the services of any person referred to in Clause 14.1.2 above.

14.2 You covenant that you will not at any time during your employment with the Company and for a period of 6 months immediately following the Termination Date, either on your own account or in conjunction with or on behalf of any other person, company, business entity or other organization whatsoever directly or indirectly, within the Prohibited Area:

14.2.1 accept or facilitate the acceptance or deal with, or carry on any business, in competition with the Company, the custom or business of any Customer or Candidate within categories (a) to (c) in Clause 14.1.1 above; or

14.2.2 do any act, the probable result of which would be detrimental to the business of the Company or cause the relations to be impaired as between the Company, its clients, customers, suppliers, vendors, agents or employees (including directors of the Company).

14.3 This Clause 14 will also apply as though references to each Associated Company were substituted for references to the Company. The said clauses will, with respect to each Associated Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favor of the Company or any other Associated Company. You agree at the request and cost of the Company to enter into a direct agreement or undertaking with any Associated Company to accept the restrictions and provisions corresponding to the restrictions and provisions herein contained, to the extent required by law.

14.4 Each of the restrictions contained in this Clause 14 is intended to be separate and severable. In the event that any of the restrictions shall be held void but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

14.5 You shall not upon your ceasing to be employed by the Company without any limit in point of time, directly or indirectly, except with the Company's prior written consent:

(a) use the name "Enablecap", "Skillenable Fintech", "ISA" or any colorable imitation thereof in connection with any business; and

(b) use any trademark, service mark or logo of the Company in connection with any business.

14.6 You acknowledge that during your employment, you will, among other things, be privy to confidential information and will, at the expense of the Company, make, maintain and develop skills and expertise in relation to the Company's business, and valuable relationships with clients, customers, suppliers, vendors, agents, and other third parties. Accordingly, the restraints imposed under this Agreement are reasonable and not greater than are necessary to protect the Company in relation to its confidential information, its goodwill, and legitimate business interests and are in consideration of the benefits to be derived by you in your employment with the Company.



14.7 During the term of your employment, you will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom you have an obligation of confidentiality.

14.8 The following words and expressions referred to above shall have the meanings set out below:

**"Customer"** shall mean any person, firm, company, or other organization whatsoever to whom the Company has supplied services.

**"Candidate"** shall mean any individual who is not a customer and who:

- instructs the Company to supply services to them; or
- agrees to the Company to supply services for them; or
- accepts employment following the provision of services by the Company whether at the Candidate's request or otherwise and who leaves that employment within 3 months of the commencement date.

**"Prohibited Area"** shall mean the **Republic of India**.

**"Termination Date"** shall mean the date of termination or cessation of your employment with the Company irrespective of the cause or manner of such termination.

## **15. Sensitive Personal Data or Information**

The Company may, in connection with your employment, collect sensitive personal data or information ("**SPDI**") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting the terms and conditions herein, you expressly consent to the following: (i) the collection, use, processing, and storage of your SPDI by the Company; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company worldwide and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) you have read and understood Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; and (iv) treating any personal data to which you have access to in the course of your employment strictly in accordance with Company's Employee Handbook and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

## **16. Non Disparagement**

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, any Associated Company or the employees, officers or directors of the Company/Associated Company that are reasonably likely to cause damage to any such entity or person.

## **17. Representations, Warranties and Undertakings**

17.1 You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order, visa restriction or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of your employment.

17.2 You agree that in the event of receiving from any person, company, business entity or other organization an offer of employment either during the continuance of your employment or during the continuance in force of any of the restrictions set out in Clause 14 above, you will forthwith provide to such person, company, business entity or other organization a full and accurate copy of this agreement.

17.3 You undertake that you are not in breach of any confidentiality/non-solicitation/non-competition restrictions or any post termination restraints whatsoever in any previous employment contracts signed with your previous employer.

17.4 In the event that you have access to any information which you have acquired during the course of previous employment whether written, visual or oral, supplied to or obtained by you (including trade secrets, client lists or requirements, business arrangements or financial details or any other legal, technical or commercial affairs or any information related to previous employers whatsoever) (the “**Relevant Confidential Information**”), you undertake to treat such Relevant Confidential Information as confidential and ensure that the Relevant Confidential Information is not reflected in the Company’s database, email, server or brought to the Company’s premises or disclosed to any of the Company’s employees. Your failure to comply with any of the undertakings in this Clause 10.4 shall constitute a breach of the terms and conditions contained herein entitling the Company to terminate the terms and conditions contained herein, forthwith.

17.5 You hereby represent to the Company that:

- (a) you have reviewed these terms and conditions of employment and that you understand the terms, purposes and effects of the same;
- (b) you have accepted these terms and conditions of employment only after having had the opportunity to seek clarifications;
- (c) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions of employment and these terms and conditions of employment will not impose an undue hardship upon you;
- (d) you have accepted these terms and conditions of employment of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- (e) these terms and conditions of employment are in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- (f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer; and
- (g) you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate that would impact your ability to undertake your role at the Company.

## 18. Indemnity

18.1 You shall indemnify the Company and all Associated Companies and their respective officers, directors and employees, affiliates or any of them on demand against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by or awarded to the Company or any Associated Company and/or its officers, directors and employees, affiliates, arising directly or indirectly out of a claim or allegation that the use and/or possession of the Relevant Confidential Information infringes any third party intellectual property rights or right of confidence or breaches any confidentiality undertakings in your previous employment contracts or breaches of any obligations under this Clause 18 in any way whatsoever.

18.2 You shall indemnify the Company and all Associated Companies and their respective officers, directors and employees, affiliates or any of them on demand against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by or awarded to the Company or any Associated Company and/or its officers, directors and employees, affiliates, arising directly or indirectly out of any breach of any obligations or restrictions under Clause 8 (Confidentiality), Clause 9 (Intellectual Property Rights) Clause 16 (Non Disparagement), Clause 14 (Restrictions) and/or Clause 17 (Representations, Warranties and Undertakings).

## 19. Definiitons

19.1 "**Company**" shall include the successors in title and assigns of the Company.

19.2 An "**Associated Company**" includes any firm, company, corporation or other organisation which:

19.2.1 is directly or indirectly related with the Company; or

19.2.2 directly or indirectly controls the Company; or

19.2.3 is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

19.2.4 is the successor in title or assign of the firms, companies, corporations or other organizations referred to above.

19.3 "**Immediate Relatives**" shall include husband, wife, common law spouse, children, brothers, sisters, cousins, aunts, uncles, parents, grandparents, and the aforesaid relatives by marriage.

19.4 All references herein to the termination of your employment "howsoever arising" (or cognate expressions) shall be treated as including but not limited to termination by you or the Company (with or without notice), or by operation of law, and whether or not such termination is connected with or results from a repudiatory breach of this Agreement on your part or that of the Company.



**20. Miscellaneous**

20.1 The terms and conditions contained in your offer letter and these terms and conditions hereby cancel and are in substitution for all previous letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and yourself, all of which shall be deemed to have been terminated by mutual consent.

20.2 The various provisions and sub-provisions herein are severable and if any provision or sub- provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or enforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof contained herein.

20.3 Your employment and these terms and conditions are governed by and construed in accordance with the laws of India. Any competent court in Hyderabad shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

20.4 No change, modification, or termination of any of the terms and conditions contained herein shall be effective unless made in writing and signed or initialed by all signatories to this letter.

20.5 No waiver by the Company of any breach of the terms and conditions contained herein shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under the terms and conditions contained herein shall be construed as a waiver of any other right. The Company shall not be required to give the notice to enforce strict adherence to all the terms and conditions contained herein.

20.6 Clause headings are inserted for convenience only and will not affect the construction of the terms and conditions contained herein.

If the terms and conditions of employment contained herein are acceptable to you, please confirm your acceptance by signing and returning the duplicate copy of this letter.

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**Acceptance**

I agree with the terms and conditions of employment with EnablecapPrivate Limited as set out or referred above and agree to join on such date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this letter.

Signature: .....

Name: .....

Date: .....