



**PERSONAL & CONFIDENTIAL**

**25th January, 2022**

**Sub: Letter of Appointment**

Dear Ashutosh,

With reference to your application for employment and subsequent interview, we are pleased to appoint you with **Brytecam Technologies Pvt. Ltd.**, as per the following understanding:

**COMMENCEMENT DATE**- This appointment will commence on **1st March , 2022.**

**GRADE: E2**

**COMPENSATION** – Your total Cost to Company will be **INR 11,00,000/- (Eleven lakh rupees only).**

Your details of the salary break-up are attached in **Annexure A.**

Your detailed employment contract is enclosed herewith separately for your perusal (titled 'Letter of Appointment'). You are advised to read these documents carefully and if the terms and conditions are acceptable to you, please sign the duplicate copy of the Letter of Appointment on all the sheets at the right hand bottom corner, and return the same to the HR Department of the Company as a token of your acceptance.

We welcome you and look forward to a long and mutually beneficial association.

Yours truly,

**For Brytecam Technologies Pvt Ltd**

A handwritten signature in black ink, appearing to read 'A. Behera', with a horizontal line underneath it.

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**(AUTHORIZED SIGNATORY)**



## Letter of Appointment

**25th January, 2022**

To,  
**Ashutosh Gautam,**

**Dear Ashutosh,**

We, Brytecam Technologies Pvt. Ltd. (the "Company") are pleased to appoint you ("Employee") as per the following terms of appointment ("Agreement"):

### **1. Appointment**

The Company hereby appoints the Employee. You are expected to join services latest by **1st March , 2022**. The place of employment shall be Bangalore. However, depending on the time constraint within which the Company may have to provide services to its clients, the Employee undertakes to make himself / herself available in respect of the business of the Company during such times. The Employee further undertakes to make himself/herself available for traveling to places outside Bangalore to such other locations as may be decided by the Company.

- (i) Employees will be on probation for a period of 03 months from the date of joining. The period of probation may be extended at the discretion of the Company. In case your work and conduct are found to be satisfactory you will be deemed confirmed at the end of 3 months unless notified otherwise in writing. Unless stated otherwise, there would not be any change in your employment terms on confirmation.
- (ii) This appointment shall be effective until the termination of employment as per provisions hereof (in conjunction with any other applicable Company policy), or upon reaching the age of retirement (if so prescribed by any Company policy).

### **2. Compensation and Remuneration**

The Employee shall be paid a monthly remuneration and reimbursed for the expenses incurred in relation to official work subject to the prevailing tax laws in the manner specified in **Annexure A**, apart from the statutory payments. The company may also provide the Employee with a laptop computer for official use. In the event the Employee damages or loses the Company provided laptop, he / she may be held liable upto 70% of the equipment value on a case by case basis.

You will be awarded Stock options worth approximately **INR 5,50,000/-** under the Brytecam Stock Option Plan. Options will vest over 4 years with equal vesting annually. You will receive the stock grant letter detailing the terms and conditions within 90 days from the day of joining the organization post completing the necessary formalities.

### **3. Employee Undertakings, Commitments and Covenants**

- (i) The Employee agrees that he/she shall perform his / her duties and undertake responsibilities within the mandate of workplace and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to

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Bangalore - 560087 GSTIN: 29AACCW6669G2ZQ**



effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

- (ii) The Employee undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.
- (iii) The Employee undertakes, commits, agrees and covenants that as an employee of the Company, he/she shall not accept any other project or commence or continue any freelance job during the course of his or her employment with the Company.
- (iv) The Employee undertakes, commits, agrees and covenants that the Company shall have the right to transfer the Employee to another city/town on a permanent or temporary basis after serving on him/her a thirty (30) days' notice.
- (v) The Employee undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.
- (vi) The Employee shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.
- (vii) The Employee shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

#### **4. Inventions Assignment**

To protect the interests of the Company, you agree to comply with, and to be bound by, the Company's standard. "Employee Inventions Assignment and Proprietary Information Agreement" as a condition of your employment, which agreement is incorporated in this Agreement by reference.

#### **5. Additional Information Obligations**

- (i) The Employee shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Employee. Further, the Employee shall compensate the Company for any misuse or damage to the Confidential Information of the Company.
- (ii) The Employee understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company employees, is only on a "need to know basis". The Employee understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Employee, and the Employee agrees that he/she will not access any databases or tables other than those necessary to perform the Employee's duties. The Employee understands that accessing a Company database or table that does not directly relate to the work



required to be performed by the Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

- a) Employee will not disclose his salary or any other compensation details to other employees.
  - b) Using another employee's password, or allowing someone to use a password that has been designated solely as the password of the Employee, may, at the sole option of the Company, result in disciplinary action up to and including termination.
  - c) Employees will not copy Company data or any technical code to Employee's personal or home computers and will use only Company provided equipment.
  - d) The Employee also understands that the Company may monitor and review which databases and tables that the Employee has been accessing at any time without prior notice to the Employee.
  - e) Employees will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.
- (iii) During the term of employment, the Employee will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality, unless consented to in writing by such former employer or person.

## **6. Non-Competition.**

- (i) During the term of Employee's engagement by the Company and for two (2) years thereafter (the "**Restricted Period**"), Employee will not engage in any acts of Competition. In agreeing to this restriction on Competition, Employee acknowledges that:
- a) The Company's business is conducted on an international basis, and as such is not geographically limited;
  - b) if Employee were to participate in a business that competes with the Company, Employee's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by Employee's engagement by the Company that it would be very difficult for Employee not to rely on or use the Confidential Information; and
  - c) Employee, and any entity in competition with the Company to which Employee might render services, cannot avoid using the Confidential Information, because even in the best good faith, Employee cannot as a practical matter avoid using the knowledge of the Confidential Information in Employee's work with such an entity.
- (ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.
- (iii) For the purpose of this Agreement, "**Competition**" means:
- a) recruiting, soliciting, or inducing of any non-clerical employees of the Company or its affiliates or any advisor in the Company councils to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical employee of the Company or its affiliates or any person who



within six (6) months before had been a non-clerical employee of the Company or any of its affiliates or any advisor to the Company councils;

- b) soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Employee's efforts; or
- c) soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Employee's efforts.
- d) Joining, working for, employed with, provide consultation or services to, be associated with, or advice a competitor of the Company.

## **7. Indemnification**

The Employee shall defend, indemnify and hold the Company harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Employee under this Agreement.

## **8. Remedies on Breach**

- (i) Employee agrees that upon a material breach of this Agreement by the Employee and failure by Employee to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Employee shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.
- (ii) The Employee agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Employee expressly waives the defense that damages are sufficient alternate relief to an injunction and the Employee confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favour of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Employee as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).
- (iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.



## **9. Termination**

- a) During probation, either party is entitled to terminate the appointment by giving 07 days' notice or payment of salary in lieu thereof. The Company may, without assigning any cause, terminate the employment hereunder upon written notice to the Employee during the probation period.
- b) After confirmation, either party is entitled to terminate the appointment by a notice of 30 days in writing or payment of salary in lieu thereof.
- c) In case any disciplinary and /or legal proceeding is pending or contemplated against the Employee, the Company may refuse the Employee's resignation and in such case, the resignation shall not take effect till the Company accepts it.
- d) The Company may, however, at its sole discretion, opt to relieve the Employee earlier without any liability for payment of any dues for the unexpired period of notice. If Employee tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by Employee in the aforesaid letter of resignation.
- e) Your breach of the Employee Inventions Assignment and Proprietary Information Agreement, or Clause 4 or 5 of this Agreement;
  - (i) engage in serious misconduct;
  - (ii) commit a serious or persistent breach or non-observance of any condition of your employment;
  - (iii) are convicted of an indictable offence;
  - (iv) knowingly or repeatedly act in excess of your powers or in contravention of the instructions of the management or the board;
  - (v) knowingly or repeatedly fail to perform your duties as set out herein;
  - (vi) act with gross or repeated incompetence or negligence to the material detriment of the Company; and
  - (vii) grossly or repeatedly contravene the provisions of the Non-Solicitation and Non-Competition Clause.

### **9A. Consequences of Termination**

The Employee hereby agrees that upon termination of this Agreement by either of the Company or the Employee, the Employee shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. The Employee agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

## **10. Governing Law and Jurisdiction**


This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Bangalore shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

Your continued employment with Brytecam is subject to successfully submitting all valid documents including the pay slips and relieving letter from previous employer within 3 days of joining. Brytecam also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of the offer letter successfully, or if there is a discrepancy in the documents submitted,

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or the reference check comes out negative, Brytecam reserves the right to terminate your employment with immediate effect.

<p>SIGNED AND DELIVERED <b>For Brytecam Technologies Pvt Ltd.</b></p> <p></p> <hr/> <p>Authorized Signatory</p>	<p>SIGNED AND ACCEPTED <b>By Ashutosh Gautam</b></p> <p><i>ashutosh gautam</i></p>
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## ANNEXURE A

Salary Breakup	Per annum	Per month
<b>Total cost to company</b>	11,00,000	
Performance Bonus*	1,00,000	
<b>Fixed Pay</b>	<b>10,00,000</b>	<b>83,333</b>
Basic	5,00,000	41,667
HRA	2,00,000	16,667
LTA	41,650	3,471
Provident Fund (Employer Contribution)	21,600	1800
Flexible Allowances	2,36,750	19,729
1. Based on Employee declaration/ Expenditure receipts, a portion of flexible allowance can be made non taxable against specified IT Provisions 2. Income Tax deduction; as per Income Tax rules, based on receipts/declarations for non-base allowances and for investments. 3. Deductions and breakup are subject to change and will be intimated in advance by company 4. Annexure B details stipulations regarding variable pay		

## ANNEXURE B

**You are entitled to a Performance Bonus pay of INR Rs.1,00,000/-**, which will be paid bi-annually(February and August), irrespective of your salary.

- Bonus payouts will be done in February and August based on the company and individual performance.
- If the duration of employment is less than 6 months the performance bonus payout will be pro-rated
- To be eligible to receive this payout, you are required to be an active employee of the Company and not serving notice, as on payout date
- No pro-rata amount of the bonus is payable by the Company to you, in the event that you resign or otherwise be terminated from the services of the company prior to the payout date
- This amount is subject to taxes, as applicable
- This can go upto 2x in case of exceptional performance.

You are also entitled to a **Joining Bonus** pay of **INR Rs. 50,000/-**. This will only be applicable if you join on or before 1st March, 2022. Bonus is recoverable 100% if you leave the company before your 1st work anniversary.



