

APPOINTMENT LETTER
(Strictly private and confidential)

Reference No: _____

Date: 24th November, 2024

Dear Arush Sharma,

Based on the recent discussion with you, we are pleased to extend an appointment letter to join Xenonstack Private Ltd (“Company”) as per the below terms and conditions:

Designation: DevOps Engineer

Date of Joining: 1st October, 2024

Team: SRE

Father’s Name: Sandeep Sharma

Masked Aadhar Number: XXXX XXXX 3307

Please refer & acknowledge -

Annexure A - **Compensation Structure Information**

Annexure B - **Health Check-Up**

Annexure C - **OATH to be taken**

1. Compensation and Allowances

- a. Your compensation components, all amounts, and allowances outlined in Annexure A are Pre-Tax amounts and will be taxable in accordance with the taxation laws in India and you shall be liable for the same from

time to time. For allowances requiring reimbursement as non-taxable components, you will need to submit receipts/bills; otherwise, they will be paid as taxable components.

2. **Scope and Responsibilities**

- a. Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your manager from time to time. In accepting this offer of employment, you will be required to perform all responsibilities assigned to you with due care and diligence and in compliance with the direction of management/ Company. You are also required to perform these tasks during business hours and such reasonable additional time as may be necessary.

3. **Probation Period**

- a. You shall be on Probation for (270) **business days** from the date of Joining and the said period, at the discretion of the management may be extended up to Thirty (30) **business days**. During the period of Probation, your performance will be evaluated regularly, and if the same is not as per the expected standards, the Company may terminate your employment. The Company reserves the right to reduce/dispense with or extend your probation period at its absolute discretion.

4. **Posting and Procedures**

- a. At present, you will be posted at Mohali. However, based on the job/business requirements of the company, you are liable to be transferred to any of the other offices/companies/associate companies, whether in existence and planned in future, in India or abroad, at our sole discretion.

5. **Leave Policy**

- a. You will be entitled to leave & holidays as per the leave policy of the company as well as the location of posting.

6. **Data Protection and Security Policy**

- a. As an employee with Xenonstack, you are committed to ensuring that all the Principal Data (related to you and third party) handled by us will be processed according to legal complaint standards of **Data Protection and Security Policy**. This is your personal responsibility to ensure compliance with this policy, to handle all Principal Data consistently

with the principles and ensure that measures are taken to protect data security. And the company (employer) will not be responsible, if any case of Data Protection and Security comes and reserves all the rights to take strict action against.

7. Non-Disclosure Agreement and Employment Agreement

- a. As Xenonstack is dealing with International as well as Indian clients working in Data and IP, you are liable to sign the Non-Disclosure Agreement, Employment agreement and Data Protection Policy.

8. Travel and Expenses

- a. You may be required to travel, whether in or around India or overseas, in connection with your employment with the Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during your employment will be reimbursed in accordance with the current travel and expense policy of the Company. You are expected to keep your passport valid always.

9. Policies and Procedures

- a. You are required to comply with all Company policies and procedures written in the Employee handbook as they may be amended or added to from time to time and you will be notified regarding any modifications by Zoho People.

10. Minimum Service Period (Applicable)

- a. Since the Employer will invest money and resources in training and upgrading the Employee's skills as a professional, the Employee willingly agrees to work at the Company for a minimum period of 36 **months**, inclusive of training and probation period, from the date of signing of this Agreement, Employment Agreement (hereinafter referred to as "**Minimum Service Period**"). After completion of the Minimum Service Period, the Employee shall be at liberty to resign from the Company after giving an advance written notice to the effect, at least **ninety (90) Business days or 90 days'** pay in lieu of notice (hereinafter referred to as "**Notice Period**"). This provision is inserted to help the Employer find an appropriate replacement.
- b. The Company/ Management reserve their right to take appropriate legal action as per the Indian Contract Act, 1872 if a breach of aforesaid

- clause occurs.
- c. Additionally, the Employee agrees to pay damages to the Employer amounting or equal to **INR** 5,00,000/- **Rs** Five Lac Only/-) if the aforesaid breach occurs by or on part of the Employee. The Organization is liable to claim the blank cheque submitted at the time of joining in case of breach of the aforesaid clause.\
- d. The Employee shall also be responsible and penalized for the loss incurred by the Company due to project delays because of the abrupt absence of the Employee. In such a scenario the Company also forfeits its obligation to issue to the Employee a No Objection Certificate, Experience Certificate, Relieving Letter or/and Reference Letter, as and what shall be applicable.

11. Resignation Acceptance Policy

- a. There is no acceptance of resignation -
- b. till the completion of the bond period. (if applicable)
- c. Based on medical grounds.
- d. Else, in case of resignation during the service bond period (if applicable), Employee must pay a bond penalty as well as 90 Business Day salary.
- e. After the bond completion period, you may at any time terminate your employment by giving the Company ninety (90) business days prior written notice or 90 working days' pay in lieu of notice. Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to the terms and conditions of the Company, including and not limited to the recovery in lieu of notice period not served.
- f. All Employees are required to serve a full notice period of 90 business days or pay in lieu of the salary for the notice period not served.
- g. During the separation process, if at any stage you will not comply with rules and processes of the organization, willful delay in work, delay in handover process, any illegal mails to organization, then the organization is authorized to take a legal action.
- h. The organization is not liable to issue the Full and Final/ Experience Letter/ Relieving Letter/ Internship Certificate in case the separation process is not completed within the specified time and guidelines.
- i. Timely full and final clearance will solely depend upon your timely handover and no dues certificate from the People Excellence Team.

- j. In case, Employee is relieved earlier than the pre-approved date then, you shall be entitled to receive your salary only for the actual number of days worked.

12. Termination Policy

- a. During the probation period, the employer can terminate your employment by giving you seven **(7) Business days'** notice of termination for any reason, with or without cause.
- b. After completion of your probation period, the employer can terminate your employment by giving you thirty **(30) Business days'** notice of termination for any reason, with or without cause.
- c. Your employment may be terminated if there is a Breach of the organization policy/ Data Privacy, Willfully disobeying a lawful and reasonable instruction or direction/engages in illegal activities, Illegal drug abuse, Commits an act of misconduct/fraud or dishonesty, Misbehave with fellow employees, especially women employees, or any harassment to fellow employees, Convicted in a criminal proceeding, Unauthorized absence in excess of the Company leave policy, Embezzlement.
- d. During the separation process, if at any stage you will not comply with rules and processes of the organization, wilful delay in work, delay in the handover process, or any illegal emails to the organization, then the organization is authorized to take legal action.
- e. The organization is not liable to issue the Full and Final/ Experience Letter/ Relieving Letter/ Internship Certificate in case of termination of services.

13. Payment Terms and Resignation/Termination Clause

- a. The organization is not liable to issue the Full and Final/ Experience Letter/ Relieving Letter if the separation process is not completed within the specific time, strategy, and guidelines.
- b. In case Resignation is put down during the end of any month, then the Salary of that Month will be put down and will be transferred at the end of Notice Period.
- c. During the “Notice Period”, the organization will hold the salary of two months and that will be paid during full and final settlement. (45 days from last working day as per the notice period).
- d. The organization is not responsible for full and final payment clearance in case of termination.

14. **Return of Company Property**

- a. On termination or resignation of an Employee, for any reason, you must return to Company all Company property in whatever form in 24 hours, relating in any way to Company.
- b. The company is entitled to deduct or set off any amount owing to you on termination/resignation for the value of any tangible/intangible property not returned, or amounts owing to the Company.

15. **Closing**

This offer of employment is conditional upon the following:

- a. Signing the acceptance clause under the heading “Acceptance of Appointment Letter”.
- b. You are under no obligation to anyone, including any former employer, which prevents you from entering into this Agreement or restricts the activities or duties which may be assigned to you by the Company;
- c. All information provided by you is accurate, including academic credentials, if required;
- d. Successful completion of any background check or security clearance investigation;
- e. Satisfactory reference having been obtained from your previous and present employers.
- f. Appointment Letter is strictly confidential. Don’t disclose it to anyone in the organization.
- g. No one in the organization has a right to ask you about your salary or other conditions mentioned in the letter. This is your responsibility to maintain the secrecy of the letter.
- h. All disputes with respect to this letter to be referred to courts in Chandigarh only.
- i. You confirm that you have read and understood “Terms of Employment” as well as other “Company policies” before accepting this Employment letter.

To indicate your acceptance, please sign and return this employment offer to the Company **within 2 days of the issue of this letter.**

If you do not return the required documents by this deadline, we will assume that you do not intend to accept this employment offer and it will be automatically withdrawn without further action on the part of the Company.

We look forward to receiving your acceptance of this offer.

With Best Regards

For M/s XenonStack Pvt. Ltd.

Anchal Gupta

Validated By:

Ms. Anchal Gupta.

HR Generalist

Dr. Jagreet Gill

Approved By:

Dr. Jagreet Kaur Gill

Managing Director

Acceptance of Employment Offer:

I, Arush Sharma hereby accept the offer of appointment to the post of DevOps Engineer in Xenonstack Pvt. Ltd., dated 1 October 2024 and also the terms and conditions mentioned therein Annexure A, Annexure B & Annexure C, by signing and returning the enclosed copy of this letter. I agree to join duty at the place and on the date indicated therein. I further undertake that I shall not request for a transfer for three/one year(s) from the **date** of my appointment 1 October 2024

**Employee
Signature:**



**Date of
Acceptance:** 15 / 01 / 2025

Annexure A

Compensation Structure Information

Your Total Cost to Company will be INR 7,50,000 /-. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws. The breakdown of your CTC is as follows –

Annual CTC	Total amt	525000/-
Fixed Monthly Salary (FMS) (A)		43750
Basic	50% of FMS	21875
HRA	20% of FMS	8750
Gratuity	4.81% of Basic	1052
LTA	10% of FMS	4375
Employer PF	As per Govt. Rule	1800
Medical	800	800
S.Allowance	Variable	5098
Deductions(B)		
Employee PF	As per govt rule	1800
Employer PF	As per govt rule	1800
Professional Tax	200	200
Income tax	As per govt rule	0
Gratuity	4.81% of Basic	1052
Net Payable (A-B)		38898

Note:

- a. All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise, they will be paid as taxable components.
- b. Other Allowances include Internet Allowance, Remote Work Allowance, Meal Allowance, Conveyance Allowance.

c. Annual Fixed Compensation

Your annual fixed compensation is **INR.** 7,50,000 /-
.This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. **Please note the annual fixed compensation includes the employer's contribution to the Provident Fund, as applicable.**

Annexure - B
Health Check-Up

I Arush Sharma solemnly affirm that I have not any such disease that may affect my performance or effectiveness in my work productivity.

Signature:



Date: 15 / 01 / 2025

Annexure - C

OATH TO BE TAKEN

I, Arush Sharma swear / solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by law established and that I will carry the duties of my Office loyally, honestly and with impartiality.

Signature:



Date: 15 / 01 / 2025

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Status	● Pending signature

Document history

 E-SIGN DISCLOSURE ACCEPTED	17 / 09 / 2020 12:47:15 UTC	Electronic record and signature disclosure accepted by Dr. Jagreet Gill (jagreet@xenonstack.com) IP: 110.225.232.240 GUID: 6699e8677100873cf85e4274d3fb1b74bc09113b
 E-SIGN DISCLOSURE ACCEPTED	10 / 01 / 2022 09:13:50 UTC	Electronic record and signature disclosure accepted by HR Team (hr@xenonstack.com) IP: 203.129.220.226 GUID: 4bbe4a2e61205ca642b2cdbeeee9e0c941c58962
 E-SIGN DISCLOSURE ACCEPTED	31 / 05 / 2022 08:18:17 UTC	Electronic record and signature disclosure accepted by Anchal Gupta (anchal@xenonstack.com) IP: 203.129.220.230 GUID: ef0ee724b8b703e00120ddb9e62e0528b2f575ce






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<div><div></div><div>SENT</div></div>	<div><div>25 / 11 / 2024</div><div>05:14:07 UTC</div></div>	Sent for signature to Anchal Gupta (anchal@xenonstack.com), Arush Sharma (arush.sharma@xenonstack.com), Dr. Jagreet Kaur Gill (jagreet@xenonstack.com) and HR (hr@xenonstack.com) from hr@xenonstack.com IP: 203.129.220.230
<div><div></div><div>VIEWED</div></div>	<div><div>03 / 01 / 2025</div><div>17:51:15 UTC</div></div>	Viewed by Anchal Gupta (anchal@xenonstack.com) IP: 203.129.220.230
<div><div></div><div>SIGNED</div></div>	<div><div>03 / 01 / 2025</div><div>17:52:06 UTC</div></div>	Signed by Anchal Gupta (anchal@xenonstack.com) IP: 203.129.220.230
<div><div></div><div>VIEWED</div></div>	<div><div>06 / 01 / 2025</div><div>08:13:34 UTC</div></div>	Viewed by Arush Sharma (arush.sharma@xenonstack.com) IP: 203.129.220.230

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 E-SIGN DISCLOSURE ACCEPTED	15 / 01 / 2025 10:37:57 UTC	Electronic record and signature disclosure accepted by (arush.sharma@xenonstack.com) IP: 203.129.220.230 GUID: e27f322531f777c32041703ae209efa1dbe696c0
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 VIEWED	16 / 01 / 2025 04:48:50 UTC	Viewed by Dr. Jagreet Kaur Gill (jagreet@xenonstack.com) IP: 49.43.96.161
 SIGNED	16 / 01 / 2025 04:49:18 UTC	Signed by Dr. Jagreet Kaur Gill (jagreet@xenonstack.com) IP: 49.43.96.161
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