

Strictly Private & Confidential

March 10, 2016

**Amar Nath Kumar**  
IIIT,  
Allahabad.

Dear Amar,

We are pleased to inform you that you have been appointed as **Software Engineer (Assistant Manager)** with HT Media Ltd, w.e.f. **11<sup>th</sup> August, 2016** (effective date).

This offer is contingent to you commencing employment with Company on or before **11<sup>th</sup> August, 2016**. Your gross annual total compensation is **Rs. 900,000 (Indian Rupees Nine lakh only)** and will be structured as per the attached Annexure 1 – Compensation Details. Further, at the time of joining you are required to provide all documentation as identified in Annexure 2.

The terms of this letter and this offer are valid for ten (10) days from the date of this letter. We would like to receive your acceptance within that period. If we do not hear from you or after acceptance, you have not joined the Company by 13<sup>th</sup> August 2016 the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the Company.

### **Terms of Employment**

Your employment with "HT Media Ltd" ("Company") will be governed by Company's policies, as modified, from time to time and at Company's sole discretion, upon notice to you. The terms and conditions contained herein ("Terms of Employment") must be read as a part of all of the Company's current policies.

#### **1. Probation**

- 1.1 Initially, you will be on probation for a period of six months from the effective start date of your employment with Company. Company may, in its sole discretion, at any time, curtail or extend this period of probation. You will be considered for confirmation on the expiry of the initial or extended probationary period, if your work and conduct are found to be satisfactory. This probation period will stand automatically extended till you are confirmed in writing. Notwithstanding anything contained herein, during your probation period, Company may terminate your employment upon fifteen days notice to you, in case of unsatisfactory work or conduct. If you desire to terminate your employment during the probation period, you shall provide Company fifteen days prior written notice with reasons for such termination or basic salary in lieu thereof.
- 1.2 You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to have provided any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

#### **2. Duties**

The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company, its holding company(s), its subsidiary company(s) and its affiliates and their employees, contractors and clients.

#### **3. Place of Employment**

- 3.1 Your place of employment is **Gurgaon**.
- 3.2 You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, either in existence or may come into existence whether in India or abroad.
- 3.3 In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

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**4. Travel and Expenses**

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

**5. Salary and Benefits**

- 5.1 Your annual compensation shall be as per the details contained in Annexure-1 of this letter.
- 5.2 Your compensation will be reviewed on an annual basis and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.
- 5.3 Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.
- 5.4 In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.
- 5.5 You will strictly maintain confidentiality of your salary details during your employment or thereafter. Any salary information sharing will be considered as violation of the company's values and may attract disciplinary action.
- 5.6 Performance Pay/ Bonus, as per the applicable policy, for the year will be paid to only those employees who will be on the rolls of the company as on the last date of the financial year, i.e 31<sup>st</sup> March. If it's a quarterly bonus, the last quarter bonus will be paid only to employees who are on the rolls as on 31<sup>st</sup> March. This Performance Bonus shall be in lieu of Statutory Bonus, if applicable to you.

**6. Statutory and other Benefits**

At the start of the first full calendar month after expiration of thirty (30) days from your effective start date, Company will provide you coverage under the disability, health and/or life insurance policies as is available pursuant to Company's benefits policies.

**7. Leave Policy**

Company's leave policy shall apply to your employment, which may be modified by Company at any time, in its sole discretion upon notice to you.

**8. Termination & Notice Period****8.1 Your employment shall terminate immediately:**

- (a) When you reach the age of 58 years or earlier if not medically or mentally fit.
- (b) After confirmation, either party can terminate the employment by giving two month notice in writing or basic salary in lieu thereof. The Company reserves the right to terminate your service without any compensation or notice thereof, if you are found to be in moral breach of your responsibilities, breach of a code of conduct of the Company and/or breach of any of the terms & conditions as stated herein.
- (c) Upon Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) days of notice of such breach.

**8.2 Company may terminate your employment immediately, with or without notice, on the occurrence of your:**

- (a) Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- (b) Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- (c) Involvement in any act of moral turpitude.



## 9. Consequences of termination

- 9.1 Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:
- (a) Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and
  - (b) All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.
- 9.2 Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- 9.3 Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

## 10. Mode of Communication

Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

## 11. Confidentiality

- 11.1 You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.
- 11.2 During the term of your employment and thereafter, you shall:
- (a) hold the Confidential Information in the strictest confidence;
  - (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;
  - (c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company;
  - (d) give prompt notice to company of any actual or attempted unauthorized use or disclosure of confidential information.
  - (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you, including in the event, where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.
- 11.3 "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, , contractor, customer or client lists, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

## 12. Intellectual Property

- 12.1 You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, or other material which you conceive, discover or create during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.
- 12.2 All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work

Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to HT Media Ltd or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against HT Media Ltd and its affiliates and their employees, contractors or clients with respect to such rights and grant to HT Media Ltd and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.

12.3 You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.

12.4 You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you.

### 13. Data Privacy Policy

13.1 Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company's data privacy policy ("Privacy Policy"), a copy of which is available on request. Further, Company may for these purposes transfer such data to any country in which HT Media Ltd's worldwide organization does business.

By signing these Terms of Employment, you consent to the terms and conditions of the Privacy Policy, as may be modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following:

- (a) the processing of your personal data in accordance with the Privacy Policy;
- (b) the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;
- (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
- (d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you.

The reference to information "about you" or similar references, includes references to information about third parties, such as spouse and children (if any), which are provided by you or on your behalf.

### 14. Non-Compete

During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

### 15. Warranties

15.1 You warrant that your employment with the Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to and/or will not violate any third party rights of whatsoever nature.

15.2 You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company

15.3 You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.

15.4 You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Conduct) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with otherwise as applicable to the services provided by you hereunder.

15.5 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

**16. Indemnification**

You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.

**17. General**

These Terms of Employment and your employment is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. HT Media Ltd may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by HT Media Ltd to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Employment will be construed in accordance with and governed by the Laws of India.

These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

Kindly return the attached copy of this letter, duly signed by you, in acceptance of the terms and conditions set out.

Thanking you,

Yours faithfully,  
for HT Media Ltd.

  
(AMIT GARG)  
Business Head

I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.

Signature of the Employee : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

Office Location : \_\_\_\_\_


**ANNEXURE 1**  
**COMPENSATION & BENEFITS**

Name - Amar Nath Kumar  
Location - Gurgaon  
Gross Annual Compensation - 900,000/-

| Salary Components  | Annual         | Monthly       |
|--|----------------|---------------|
| <b>(A) Gross Annual Fixed Compensation</b>   |                |               |
| Basic Salary   | 243,000        | 20,250        |
| House Rent Allowance   | 121,500        | 10,125        |
| Supplementary Allowance  | 355,452        | 29,621        |
| Conveyance   | 19,200         | 1,600         |
| Medical Reimbursement  | 15,000         | 1,250         |
| Leave Travel Allowance   | 15,000         | 1,250         |
| PF (Company's Contribution)  | 29,160         | 2,430         |
| Gratuity (As per the payment of Gratuity Act 1972)   | 11,688         |               |
| <b>(B) Variable Performance Pay*</b>   | 90,000         |               |
| <b>Gross Annual Total Compensation (A+B)</b>   | <b>900,000</b> | <b>66,526</b> |
| <b>**Joining Bonus</b>   | <b>100,000</b> |               |
| *Annualised, depending on performance-valued at 100% base performance.   |                |               |
| **Joining Bonus – Recoverable if you leave the organization before completion of 12 months from date of joining. |                |               |

In addition to your gross annual total compensation, you will be eligible for following benefits, which shall be governed by Company policy at all times:

1. Mobile reimbursement & local conveyance will be as per Company Policy.
2. Medical Insurance Coverage for self & immediate family as per Company Policy.
3. Group Personal Accident Insurance for self as per Company Policy.

  
AMIT GANG

  
AMAR NATH KUMAR





## ANNEXURE 2

### REQUIRED DOCUMENTS

1. Photocopy of most recent salary slip, salary certificate showing details of last drawn salary
2. Relieving letter from previous employer
3. Two copies of your recent passport size coloured photographs
4. Copy of highest education certificates - Graduation/PG/Diploma (wherever applicable)
5. Copy of mark sheets (Last semester mandatory) support highest education level
6. Documents in support of your age (10th/12th mark sheet/ passport copy etc)
7. Address Proof – Copy of – Passport/Driving License etc