

Suvankar Das,

Pramod Nagar Colony,  
Baniakharai,  
Matigara, Pathargata, G.P, Siliguri,  
Darjeeling West, Bengal – 7340100  
India

01<sup>st</sup> November 2024,

**Dear Suvankar,**

### **CONTRACT OF EMPLOYMENT**

We are pleased to inform you that you have been appointed as **AI Engineer** with effect from **01st November 2024** on the following terms and conditions of service.

#### **1. Place of employment**

1.a Your place of employment throughout the course of this employment will be remote. During your employment with us, you shall:

- i) diligently exercise such powers and perform such duties as may from time to time be assigned to you by the Company together with such person or persons as the Company may appoint to act jointly with you;
- ii) unless prevented by incapacity, devote the whole of your time, attention and abilities to the business of the Company;
- iii) comply with all reasonable and lawful directions given to you by the Company; and
- iv) use your best endeavours to promote, protect, develop and extend the business of the Company.
- v) You may be required to undertake other duties from time to time as we may reasonably require.

1.b You represent and warrant to the Company that:

- i) by entering into this agreement or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you.
- ii) You shall not work for yourself or anyone else while you are employed by the Company without the prior written consent of a Director of the Company.

1.c You agree to travel on the Company's business (both within your country and/ or abroad) as may be required for the proper performance of your duties. It is not anticipated that you will be required to work outside of your home country for any continuous period of more than

one month at a time during the term of your employment. Should such a need arise, particulars of any overseas assignment shall be provided to you.

## **2. Salary, Bonus and increments**

- 2.a Your Annual salary will be 600,000 INR and be payable monthly in arrears on or about the last working day of each month directly into your bank account.
- 2.b We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.
- 2.c Your increments each year will not be automatic but will be entirely at the discretion of the Management subject to your performance, aptitude, general attitude and the performance of the business.
- 2.d Any bonus payment to you shall be purely discretionary and shall not form part of your contractual remuneration. If the Company makes a bonus payment to you in respect of a particular financial year of the Company, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Company.
- 2.e Notwithstanding clause 2.d, you shall in any event have no right to a bonus if: your employment terminates for any reason, or you are under notice of termination (whether given by you or the Company) at or prior to the date when a bonus might otherwise have been payable.

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

- 3.a Normal working hours are 09:30 GMT/ BST to 18:00 GMT/ BST from Monday to Friday. However, working hours of the Company shall be determined and may vary, depending on the nature and exigencies of the business and you may also be called upon to work additional hours as required.
- 3.b Further details regarding your working hours and days can be found in the Company's Policy Handbook.
- 3.c You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Policy Handbook, a copy of which can be found on our internal HR Platform. The Policy Handbook does not form part of your contract of employment and the Company may amend it at any time. To the extent that there is any conflict between the terms of this contract and the Staff Handbook, this contract shall prevail.

## **4. Leave**

- 4.a The Company's holiday year runs between 1<sup>st</sup> January and 31<sup>st</sup> December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.

4.b You are entitled to 28 days' paid holiday during each holiday year or the pro rata equivalent if you work part time. This includes Our extended Year End Holidays.

4.c You shall give reasonable advance notice of all proposed holiday dates and at least four weeks' notice of any proposed holiday of five days or more. All holidays must be agreed by the Company in writing in advance. No more than ten days' holiday may be taken at any one time unless prior consent is obtained from your supervisor. We may require you to take (or not to take) holiday on particular dates, including during your notice period. At the discretion of the Company's Directors, the Company usually closes for up to two weeks during the Christmas and New Year period and leave taken during this period shall come out of your annual holiday entitlement. The Company reserves the right to withdraw or modify this practice at any time at its absolute discretion.

4.d You can carry forward up to five untaken holiday days from one holiday year to the following holiday year. We may require you to carry forward your unused holidays, at the discretion of the Company's Directors.

4.e We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your full-time equivalent salary for each untaken day of your entitlement. However, if we have dismissed you or would be entitled to dismiss you or you have resigned without giving the required notice, such payment in lieu shall be limited and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

4.f If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your full-time equivalent salary for each excess day.

4.g If either party has given notice to terminate your employment, the Company may require you to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of garden leave.

## **5. Duties**

5.a You will be required to carry out all duties that arise from being employed in the capacity of Junior AI Engineer as well as any other duties which may be assigned to you from time to time by the management.

## **6. Incapacity**

6.a If you are absent from work due to incapacity, you must notify your supervisor of the reason for your absence as soon as possible but no later than 10am on the first day of absence and each subsequent day of absence.

6.b You shall certify your absence in accordance with the Company sickness absence policy in the Policy Handbook on our HR Platform.

6.c Subject to your satisfying the relevant requirements you shall receive Sick Pay. Your qualifying days for sick pay purposes are Monday to Friday.

6.d If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance, or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Company in respect of the period of absence.

## **7. Transfer**

7.a You are liable to transfer to or from any of the company's departments or branches or associates or subsidiary companies whether such department, branch or associate or subsidiary company was in existence or not at the time of commencement of your employment, without however affecting the total amount of your remuneration with such transfer.

## **8. Reporting**

8.a You will report to Niran Thampu, COO. However, this may be changed at the discretion of the management.

## **9. Termination of employment**

9.a The prior written notice required from you or the Company to terminate your employment shall be two calendar months' notice.

9.b Notwithstanding clause 9.a, the Company may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by notifying you that the Company is exercising its right under this clause 9.b and that it will make within 28 days the first instalment of a payment in lieu of notice (**payment in lieu**) to you. This payment in lieu will be equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this agreement during the notice period (or, if notice has already been given, during the remainder of the notice period). For the avoidance of doubt, the payment in lieu shall not include any element in relation to:

- i) any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made;
- ii) any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made; and
- iii) any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made
- iv) Work From Home Allowance Deduction:

If you resign or your contract is terminated before completing the six-month probationary period, any amount used from the Work From Home Allowance will be deducted from your final salary. . The net amount will be paid accordingly. This deduction only applies if you leave within the first six months of employment.

9.c We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you:

- i) are guilty of any gross misconduct affecting the business of the Company;
- ii) commit any serious or repeated breach or non-observance of any of the provisions of this agreement or refuse or neglect to comply with any reasonable and lawful directions of the Company;
- iii) are, in the reasonable opinion of the Company, negligent and/or incompetent in the performance of your duties;
- iv) are convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed;
- v) are guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company;
- vi) commit a serious breach of your obligations as an employee; or
- vii) cease to be entitled to work.

9.d If either party has given notice to terminate your employment, or if you purport to terminate your employment in breach of contract, the Company may place you on garden leave for the whole or part of the remainder of your employment. During any period of garden leave:

- i) the Company shall be under no obligation to provide any work to you and may exclude you from any of its premises and/or require you not to access or seek to use, access, download, save or otherwise retain copies of any of the Company's materials, records and other information, databases, electronic communications or storage systems;
- ii) you shall remain an employee of the Company and shall continue to receive your basic salary and be bound by the terms of this agreement; and
- iii) the Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

9.e On termination of your employment, however arising, you shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit-sharing scheme operated by the Company in which you may participate

## **10. Confidential information**

10.a For the purposes of this clause, **confidential information** means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory or virtually or in the cloud) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts (including clients, suppliers and candidates).

10.b You acknowledge that in the course of your employment with the Company you will have access to confidential information. You therefore agree to accept the restrictions in this clause.

10.c You shall not (except in the proper course of your duties), either during your employment with the Company or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any confidential information. This shall not apply to:

- i) any use or disclosure authorised by the Company or required by law;
- ii) any information which is already in, or comes into, the public domain other than through your unauthorised disclosure.

## **11. General**

11.a Whether during or outside working hours or whether at your place of work or otherwise, you shall not conduct yourself in a manner which may or is likely to cause or be calculated to cause loss or damage to the reputation and/or business of the company or its subsidiary or associate companies.

11.b As long as you continue to be in the employment of the company, you should not directly or indirectly engage in any other paid employment or commercial pursuit except with the written permission of the company.

11.c You shall not receive any payment or reward whether in money or any kind from a customer of the company or its subsidiary or associate companies for the performance of any work or function by you in relation to the company or such customer.

11.d If you are found guilty in a court of law for a civil or criminal offence your services will be terminated with immediate effect without any payment or compensation. You are also liable for dismissal if found guilty of moral turpitude.

11.e You are required to inform the company immediately if you change your address and/or civil status.

11.f This offer is made subject to meeting the requirement of the security clearance, should your role require one.

11.g This offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment.

11.h You grant the Company permission to use photographs, videos or any written content of or by yourself in any of Capital Placement's marketing, promotional or any other content. You affirm that such release to the Company does not constitute any form of compensation, including royalties arising from the content. You understand and agree that the contents in the possession of the Company shall become the property of the Company. You hereby waive Your right to inspect or approve the content.

## **12. Post-termination restrictions**

12.a The following definitions apply in this contract.

**Candidate:** any applicant on the Company database for permanent, temporary or contract employment (i.e. employment through a service company) who has at any time during the Relevant Period been registered with the Company and with whom you were involved or had personal dealings during the Relevant Period;

**Capacity:** as principal, agent, representative, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Client:** any person, firm, company, undertaking or entity who has at any time during the Relevant Period been a client of the Company and with whom you were involved or had personal dealings during the Relevant Period;

**Key Employee:** any person who was employed or engaged by the Company during the Relevant Period as a recruitment consultant or with management responsibility or as a senior administrator with control over the Company's database or who otherwise had regular day to day contact with clients and candidates other than in a secretarial capacity who may damage the interests of the Company if they were involved in any Capacity in any business which competes with the Company, and with whom you had personal dealings during the Relevant Period;

**Prospective Candidate:** any person who has at any time during the period of six months prior to the Termination Date been in negotiations with the Company about their availability for placement in permanent or temporary work and with whom during such period you were involved or had personal dealings;

**Prospective Client:** any person firm, company or entity who has at any time during the period of six months prior to the Termination Date been in negotiations with the Company for the provision of services and which whom during such period you were involved or had personal dealings.

**Relevant Period:** the period of twelve (12) months preceding the Termination Date:

**Restricted Business:** services identical or similar to those being provided by the Company at the Termination Date and with which you were involved during the Relevant Period and any new services which the Company is proposing to provide at or after the Termination Date and with which you were involved in developing during the period of six months prior to the Termination Date;

**Supplier:** any person, firm, company or entity who or which was at any time during the Relevant Period a supplier of services or goods (other than utilities and goods or services supplied for administrative purposes) to the Company and with whom or which you, or any person who reported directly to you, dealt with during the Relevant Period;

**Team Employee:** a Key Employee provided that it shall also include individuals who have been employed or engaged by the Company at any time in the six months prior to the Termination Date (whether or not they were employed or engaged immediately before the Termination Date) and shall be limited to individuals with whom you have worked as part of the same team; and

**Termination Date:** the date on which your employment with the Company terminates (whosoever caused) or, if you spent a period on garden leave immediately before the termination of your employment, such earlier date on which that period of garden leave commences.

12.b In order to protect the confidential information and business connections of the Company, you covenant with the Company that you shall not:

- i) for six months following the Termination Date be engaged, concerned or involved in any Capacity with any business which is (or intends to be) in competition with any Restricted Business;
- ii) for six months following the Termination Date and in competition with the Company be concerned with the provision to any Client, Prospective Client of, or otherwise deal with any Client or Prospective Client in relation to, any Restricted Business;
- iii) for six months following the Termination Date and in competition with the Company entice or endeavour to entice or solicit away from the Company the business or custom or any Client or Prospective Client with a view to providing Restricted Business to that Client or Prospective Client in competition with the Company or otherwise induce, solicit or entice or endeavour to induce, solicit or entice any Client to cease conducting, or reduce the amount of, business with the Company or discourage;
- iv) for six months following the Termination Date and in competition with the Company be concerned with the supply to any Candidate or Prospective Candidate of any Restricted Business or otherwise deal with any Candidate or Prospective Candidate in relation to any Restricted Business;

12.c for six months following the Termination Date and in competition with the Company canvass or solicit or endeavour to entice away from the Company the business or custom of any Candidate or Prospective Candidate with a view to providing Restricted Business to that Candidate or Prospective Candidate in competition with the Company or otherwise induce, solicit or entice or endeavour to induce, solicit or entice any Candidate to cease conducting, or reduce the amount of, business with



the Company or discourage or prevent any Prospective Candidate from conducting business with the Company.

12.d for six months following the Termination Date solicit or endeavour to entice away from the Company the business or custom of any Supplier in the course of any business which is in competition with any Restricted Business;

12.e for six months following the Termination Date be involved with the receipt of goods or services from any Supplier where such receipt would adversely affect the ability or willingness of the Supplier to meet the requirements of the Company;

12.f for six months following the Termination Date offer to employ or engage or otherwise endeavour to entice away from the Company any Key Employee (whether or any such person would breach their contract of employment or engagement);

12.g for six months following the Termination Date employ or engage or facilitate the employment or engagement of any Key Employee (whether or any such person would breach their contract of employment or engagement) in any business which is in competition with any Restricted Business;

12.h at any time after the Termination Date represent yourself as being in any way connected with (other than as a former employee), or interested in the business of the Company, or use any registered names or trading names associated with the Company;

12.i for six months following the Termination Date be concerned or involved in any Capacity, with any business which is (or intends to be) involved in the supply of Restricted Business in conjunction with any Team Employee (whether or any such person would breach their contract of employment).

12.j None of the restrictions in these clauses shall prevent you from:

- i) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or
- ii) being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business.

12.k The restrictions imposed on you by this clause 11 apply to you acting:

- i) directly or indirectly; and
- ii) on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

12.l The periods for which the restrictions apply shall be reduced by any period that you spend on garden leave immediately before the Termination Date.

12.m Each of the restrictions in this clause 11 (on which you have had the opportunity to take independent legal advice) is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

12.n You will, at the request and expense of the Company, enter into a separate agreement with any company in the same group as the Company in which you agree to be bound by restrictions corresponding to those restrictions in this clause 11 (or such of those restrictions as may be appropriate) in relation to that group company.

12.o If your employment is transferred to any firm, company, person or entity other than the Company or a group company **(the new employer)** you will, if required, enter into an agreement with the new employer containing post-termination restrictions corresponding to those restrictions in this clause 11 protecting the confidential information, trade secrets and business connections of the new employer.

12.p If you receive an offer to be involved in a business concern in any Capacity during your employment with the Company or before the expiry of the last of the covenants in this clause 11, you shall give the person making the offer a copy of this clause 11 and shall tell the Company the identity of that person as soon as possible after accepting the offer.

### **13. Disciplinary and grievance procedures**

13.a Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Policy Handbook. These procedures do not form part of your contract of employment.

13.b If you wish to appeal against a disciplinary decision you may apply in writing to a Director in accordance with our disciplinary procedure.

i) We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

ii) If you wish to raise a grievance you may apply in writing to a member of the People Team in accordance with our grievance procedure.

### **14.Data protection**

14.a We will collect and process information relating to you in accordance with the privacy notice which is in the Staff Handbook. You are required to sign and date the privacy notice, and return to a member of the People Team.

14.b You shall comply with the Data protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. You will also comply with the Company's IT and communications systems policy, Social media policy and any other relevant policies in force from time to time.

14.c Failure to comply with the Data protection policy or any of the policies listed above in clause 14.b may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

### **15. Collective agreement**

There is no collective agreement which directly affects your employment.

### **16. Changes to your terms of employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

### **17. Entire agreement**

This agreement and any document referred to in it constitutes the entire agreement between you and the Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to your employment

### **18. Third party rights**

No one other than you and the Company shall have any right to enforce any terms of the agreement.

Kindly return the signed duplicate of this letter indicating whether you accept the above appointment on the terms and conditions mentioned herein to the undersigned.

Yours faithfully,



Vinay Vimalan  
Founder/ CEO

11 / 26 / 2024

For and on behalf of Capital Placement

I, Suvankar Das, accept employment upon and subject to the aforementioned terms and conditions after having read and understood the contents thereof.

Signature : .....

Date : .....