W: www.heaptrace.com | M: (+91) 880.696.0202 | E: hra@heaptrace.com

29/06/2019

To:

**Mr. Ansul Gupta**

**Pune.**

**Subject: Offer of Employment**

Dear **Ansul,**

We refer to the discussions you have had with us and have pleasure in offering you employment on the following terms and conditions:

**Terms and Conditions of offer:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Position | Devops Engineer |  |
|  |  |  |
|  | Location | Pune |  |
|  | Status | Full Time at Pune |  |
|  | Probation Period | Three Months |  |
|  | Notice Period | 60 Working days |  |
|  | Work Hours | Regular work hours with exceptions due to business contingencies |  |
|  | Minimum Year of |  |  |
|  | Service | 2 Years after confirmation. |  |
|  | Joining Date | 01.July.2019 |  |



During your employment, you will be covered under the local employment legislation in India. On joining, you will be required to complete all the joining formalities and sign the employment agreement and the Employee Non-Disclosure Agreement. The employment agreement will incorporate the terms set out below.

**Salary Structure and Benefits:**



|  |  |  |
| --- | --- | --- |
| **Breakup** | **Monthly** | **Details** |
| Basic pay | 24000 | 40% of Gross |
| HRA | 18000 | 30% of Gross |
| Conveyance Allowance | 7200 | 12% of Gross |
| Educational & Medical Allowance | 4800 | 8% of Gross |
| Misc Allowance GRATUITY | 6000 | 10% of Gross |
|  | 60000 | X |
| Break up of deduction per month |  |  |
| Professional Tax | 200 | A |
| Medical Insurance | 200 | B |
| Varible |  | 30000 |
| Net Salary | 59600 | 59600=<X-(A+B)> |
| **Gross salary** | **62500** | **62500\*12** |
| **CTC Offered** |  | **750000 per annum** |



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**NOTE: First Three months is training/probation period. Appraisal & Performance bonus will be every year based on performance and review from team lead/manager.**

Annual Performance Incentive payout will be made annually as per the prevailing Performance Incentive Plan. The actual payout amount will be based on your individual performance as well as organizational performance.

As an employee of **HeapTrace Technology**, you are also required to read HeapTarce’s Global Business Conduct and Compliance Program, which will be provided to you upon joining.

We will be required to conduct pre-employment background and reference checks as a condition to the offer of employment to you and this offer is subject to successful clearance of these checks.

You are requested to report on the joining date at 11:00 AM at the location

HeapTrace Technology (India) Private Limited

4th floor, Tatvam Vartex, New D P Road,

Vishalnagar, Pimple Nilakh, Pune- 411 027.

**Shweta Pandya**

**Head HR Team**

**(Authorised Signature)**

*-------------------------------------------------------------------------------------------------------------------------------------*

*I* **Ansul Gupta,** *hereby agree to the terms and conditions stated above and will join on* ***01/July/2019*** *I understand that the offer is valid only up to that date and automatically stands cancelled thereafter.*

*Signed:* *Date*

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**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made on **[June-29-2019]**

**BETWEEN**

1. **HeapTrace Technology Pvt. Ltd.,** (the "Disclosing Party"); and
2. **Ansul Gupta** (the "Receiving Party"),

Collectively referred to as the "Parties".

**RECITALS**

1. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [ ], which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

**OPERATIVE PROVISIONS**

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials),(ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person,

(iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and subcontractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.(v) Before termination of service all document/emails/information pass to company and make sure delete the information form mail/laptop. Make sure no communication after the service with client direct or indirect to client/customers.

1. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.
2. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

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1. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
2. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
3. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
4. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

**[Disclosing Party]** **[Receiving Party]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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