

### APPOINTMENT LETTER

Dear Hemant Sharma,

521, Gulab Bagh Colony, Dewas Naka, Indore- 452010

We have pleasure in appointing you as **System Admin- IT Support** with **Mango IT Solutions**. ( hereinafter referred as the Company), effective from **June 10<sup>th</sup>, 2022** on the following terms and conditions -

1. Job Responsibility

You shall be responsible for system hardware and software maintenance, troubleshooting, LAN, WAN and server related other system admin activities assigned to you by your reporting manager

2. Remuneration

- a) Your cost to company will be, **Rs.3,00,000** per annum (Rupees Three Lacs per annum only).
- b) The Income Tax or any other Tax in accordance with the existing laws and rules shall be payable by you.
- c) You will be on probation for three months. Your services and terms will be reviewed thereafter on the basis of your performance upon completion of the probation period. The salary structure of the Company may be modified at any time without prior notice and your package of remuneration and other terms may accordingly be modified from time to time. Further, salary, allowances and all other payments and benefits will be governed by the Company's rules as well as statutory provisions in force from time to time and subject to the deduction of appropriate taxes at source.
- d) Your compensation package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

3. Paid Time Off

You shall be eligible for paid leaves as per the Rules and Regulations of the company, which shall be intimated to you from time to time. The Rules and Regulations pertaining to the paid leaves for the employees are subject to change without prior intimation and which shall be binding on the employee.

4. Important Standard Legal Clauses

- a) This letter along with the Employment Agreement, are to be accepted and executed by you. The employment terms in this letter and the Employment Agreement supersede any other agreements or promises made to you by anyone whether oral or written.
- b) It is understood that the Company has a legally protectable interest in, among other things, its customer contacts, goodwill and unique clients, and therefore, during your engagement and for a period of 24 months thereafter, whether termination of employment is occasioned by the Company, the employee or by mutual agreement, you shall not directly or indirectly for yourself or on your behalf of any other enterprise, person, firm, partnership, corporation or company.
  - a. Solicit or cause to be solicited, or recruit or cause any other person to recruit, any other employee of the Company
  - b. Call upon solicit, divert or attempt to divert any customer of the Company for the purpose of obtaining its or their patronage, or solicit or sell to any such Client any services or merchandise that is the same or substantially the same as the services or products sold by the Company.
- c) Your primary place of posting will be at Indore. However, you may be required to travel and be relocated to any of the other Offices, Project locations, Divisions and Department, of the Company or its subsidiaries or its affiliate organizations, either within India or outside India.



- d) If required, you have to work from home also. You must be having proper machine, internet connection (not less than 10 MBPS speed), UPS/inverter (minimum 20 minutes backup), headphones, and mobile internet data as backup. You should ensure to give 100% while working remotely and work efficiently and sincerely also make sure that productivity should not get affected while working from home.
- e) During your employment with the company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose or cause the disclosure of any such data in any manner whatsoever. You will also be responsible for protection and furtherance of the Company's best interest at all times, including after you cease to be on Company's rolls.
- f) You are expected to devote your entire working time, energy and attention exclusively to your duties in connection with the Company and shall not undertake any employment or enter into any other type of association, even on a part-time basis whether for any consideration or not during the course of your employment. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination or resignation by you of your services, without required notice having been given.
- g) During your employment and for a period of 12 months thereafter, you shall not directly or indirectly, for yourself or on behalf of any other enterprise, person, persons, firms, partnership, corporation, Company own, merge, operate join, control, be part of, solicit, or be connected in any manner with any business that competes with the Company – at its known clients or clients that have been introduced to you as part of the normal tasks that are allotted to you during your employment.
- h) You will be governed by Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including on matters such as designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you.
- i) An employee will be required to fulfill a notice period of 60 days to fulfill the dependencies persisting on running projects or equivalent salary in lieu thereof. The employer will give a notice of 30 days or equivalent salary in lieu thereof in the lights of unsatisfactory performance or relevant relatable reasons. However, the Company will be entitled to terminate your services by giving you a 24 hours' notice during the probation period. The Company shall have the option to waive the notice period partly or fully and also to decide –
  - a. Whether the notice period shall run concurrently with the period of any leave which may be granted to you; and
  - b. Whether you notice stand extended to the extent of the leave availed of by you.
- j) No laws or any agreement entered into by you prior to the acceptance of this offer, bind or restrict you in accepting signing this offer letter and by doing so, you confirm that you have not violated any laws, rules or regulations.
- k) Please note that this offer is valid for the period of 7 days from the date of this letter. This offer shall lapse automatically unless you confirm your acceptance of it, by signing the duplicate in the appropriate place and returning to us.
- l) A copy of our Employment Agreement is attached to this letter. Since you will be exposed to some or all of our confidential information while you are employed with the Company, your execution of the "Employment Agreement contains important restrictions on your rights to utilize information that you receive while employed by the Company and on your rights to claim sole ownership of any inventions you may create during your employment with the Company. We presume that while executing this Agreement, you would have got adequate understanding of the terms contained in the Agreement and you would have taken full cognizance of the implications thereof.

##### 5. Closing

We are excited about you joining the Company, and do believe that the experience shall be rewarding both for you and the Company.

As you have probably found out during your interviews with us, the Company has a solid, growing business, a capable management team and a strong financial position, with a proven track record of growth. Also, we believe that we shall be able to draw on your past experiences and the impressive capabilities that you possess. We shall endeavor



to provide you with enormous opportunities for continued personal and professional growth. We are convinced that you shall be a strong contributor and great asset for the Company.

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy (attached) to the undersigned, duly affixing your full signature on the last page and initials on the remaining pages.

6. Intellectual Property

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

7. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

8. Past Records

If any declaration given, or information furnished by you, to the company proves to be false, or if you are found to have willfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

9. Termination of employment

During the probationary period and any extension thereof, your services may be terminated upon non-performing parameter without any liable notice period. However, on confirmation, the services can be terminated by giving 60 days' notice or salary in lieu thereof by employee's side or 30 days' notice or salary in lieu thereof by employer's side. You are required to follow a professional conduct at all time, if you are found involved in any misconduct or criminal activity, you can be terminated immediately without any notice period during probation or even if you have been confirmed by the company.

Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

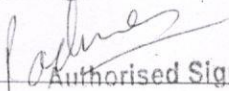
Upon termination of employment, you will also return all company property, which may be in your possession.

10. Medical Fitness

This appointment is subject to your being, and remaining, medically fit.

Please confirm your acceptance of the appointment on the above terms and conditions by signing and returning this letter for our records.

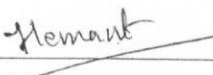
**Mango IT Solutions**

  
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Authorised Signatory

Padma Rao  
Sr. HR & Admin Executive  
Mango IT Solutions, Indore

I have read the terms and conditions of this letter of appointment and confirm my acceptance of the same.

ACCEPTED AND AGREED:

  
\_\_\_\_\_  
Signature  
Name:  
Date: 25/05/2022