



Affine – Offer Letter  
Mousumi Ara Ahmed





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**Strictly Private and Confidential**

**Date: 18/12/2019**

Dear Mousumi Ara Ahmed,

We believe analytics as an industry has arrived! We are very excited to be part of this challenging ecosystem which solves complex business problems to aid favorable transformations to companies. We welcome you to be part of Affine family to experience this journey and be part of the family for a long time. Based on our recent discussion with you, we are pleased to offer you a position at Affine Analytics. The position specifics are:

**Designation: Associate – AEG**

**Gross Annual Pay: Rs. 600,000 /-.** The pay break-up & flexi pay details are provided in Annexure 2. (Scenario 1)

**Date of Joining: 19/12/2019**

**Place of work:** Bengaluru

By accepting this offer you expressly agree that you will join on such date. The terms of this letter and this offer are valid for a period of three days from the date of this letter. If we do not receive your acceptance before the expiration of three days from the date of this letter, 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 in writing.

Your employment with Affine Analytics will be governed by the attached Employment Agreement. You are requested to carefully read and understand the Employment Agreement, sign it in duplicate and return the same to us. As further detailed in the Employment Agreement, this offer and your employment with Affine Analytics is subject to your satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

At the time of joining, you are required to bring the following documents:

1. Document for proof of identification (Passport / PAN Card / Driving License etc.)
2. All relevant (graduation / post-graduation / post-doctoral) degree certificates
3. Mark sheets for the academic program (highest claimed qualification only)
4. Employment letters from all previous employers (if applicable)
5. Relieving letter from the last employer (if applicable)
6. Salary slips for last 3 months (if applicable)
7. Recent passport size photograph (2 copies)





Your employment with Affine Analytics will be governed by the “Employment Agreement” provided in Annexure 1. You are required to carefully read and understand the Employment Agreement as part of accepting this offer.

To indicate your acceptance of your employment with Affine, please sign the Employment Agreement in duplicate and return the same to [Recruitment@affineanalytics.com](mailto:Recruitment@affineanalytics.com)

We look forward to hearing from you regarding your decision to join our team. We wish you a successful career and look forward to your joining us. In the meantime, if you have any queries regarding this offer, please do not hesitate to contact us at +91-80-66790500 or mail us at the following ID – [Recruitment@affineanalytics.com](mailto:Recruitment@affineanalytics.com)

We look forward to a mutually beneficial long association with you.

Yours sincerely,



**Ashish Maheshwari**  
**Senior Vice President**  
**Affine Analytics Pvt. Ltd.**

Yours sincerely,



**Saloni Singh**  
**Head-HR**  
**Affine Analytics Pvt. Ltd.**





## ANNEXURE 1

### Employment Agreement

This Employment Agreement (this **“Agreement”**) is executed on **18/12/2019**, at Koramangala, Bengaluru.

#### BY AND BETWEEN:

Ms. Mousumi Ara Ahmed, aged about \_\_\_\_\_ years, daughter of Mr. \_\_\_\_\_ and currently residing at \_\_\_\_\_ (hereinafter referred to as the **“Employee”**, which expression shall, unless repugnant to the context, mean and include his/her legal heirs, executors, representatives, administrators and assigns) of the **ONE PART**;

#### AND

**Affine Analytics Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_, No 98, 4th B Cross, 5th Block, Industrial Area Koramangala, Bengaluru, Karnataka – 560095, India (hereinafter referred to as the **“Company”** which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the

#### OTHER PART.

Hereinafter the Employee and the Company shall be individually referred to as a **“Party”** and jointly referred to as the **“Parties”**.

Whereas the Company has made an offer of employment to the Employee dated **18/12/19** and the Employee has accepted the said offer of employment (**“Offer Letter”**);

Whereas the Company and Employee wish to enter into an Employment Agreement governing the terms and conditions of employment;

#### **NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS: -**

**Full Time Employment:** The Employee is appointed as a full-time employee of the Company & shall devote his/ her time exclusively for the business of the Company. The Employee will not take up any other work for remuneration or otherwise in any other trade or business during the period of employment with the Company. The Employee shall competently and professionally perform such duties as may be directed by the Company from time to time. The Company reserves the right to change the scope of services to be rendered by the Employee and shall intimate the same to the Employee from time to time.





**Place of work:** The Employee's place of work will be at Affine's office in Bengaluru. However, based on business requirements, Employee may be required to travel to any location as may be specified by the company, whether within or outside India. Such instances will be governed by the travel policies of the Company.

**Salary:** The Employee shall receive the wages, compensation and benefits as set forth in Schedule 1 to this Agreement.

**Confidentiality:** It is hereby agreed by the Employee that the information concerning the workings of the Company, including all of the information concerning the Company's business transactions, financial arrangements, business partners, trade secrets and any other information concerning the Company which is not in the public domain constitutes Confidential Information belonging to the Company and you shall not, during or after the term of your employment with the Company, reveal Confidential Information to any person, firm, corporation, or entity. Should you reveal or threaten to reveal such Confidential Information contrary to the provisions herein, the Company shall be entitled to an injunction restraining the Employee from disclosing the same, or from rendering any services to any entity to whom the Confidential Information has been or is threatened to be disclosed. It is also agreed that the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee. The Employee further agrees to promptly and without necessity of any demand, return to the Company, any and all documents, records or writings made or obtained by you in the course of his/ her employment with the Company, on termination of his/ her employment for any reason whatsoever.

**Intellectual Property Policy:** The Intellectual Property Policy (this "IP Policy") shall form the basis for Affine Analytics Private Limited (the "Company") to ascertain ownership of the intellectual property rights in Inventions and/or other Materials that may be invented/ created by an Employee during the course of his employment with the Company. The Employee shall not disclose the Confidential Information to any third party without the prior written consent of the Company.

**Work for Hire:** The Employee hereby agrees that work done by him/ her during the course of her employment is work for hire and therefore, all the IPR in the same shall at all time belong to the Company. The Employee hereby grants, assigns and conveys to the Company all his/ her right, title and interest in and to all Inventions and, or irrevocably waive all Moral Rights (defined hereunder) to any Invention. The Employee shall ensure that all the IPR that has arisen as a result of the employment with the Company shall be and shall remain the exclusive property of the Company at all times and under no circumstances can the Employee claim any rights over the same. Until such time the IPR is transferred to the Company, the Employee shall not claim ownership of such Invention. As soon as the Employee has invented an Invention, he/ she shall forthwith inform about the same to the **Manager/HR** in the Company. Upon receiving the intimation from the Employee, the Company shall ensure that immediate steps are taken to reinforce the ownership of the Inventions in the Company.





For the purposes of your employment, the term “Invention” shall mean any concept, design, plan, product, equipment, idea, method, computer program, software, system design, survey reports/results hardware, manual, manuscript, or other documentation, or other thing, tangible or intangible, database rights or patents, formulations and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by the Employee during the term of his/ her employment with the Company which is: (i) made, developed or conceived solely by him/ her or jointly with others during or in the course of the Employee’s employment with the Company; (ii) made, developed or conceived wholly or partially as the result of any task assigned to the Employee for or on behalf of the Company and/or (iii) made or developed with the use of the Company’s facilities or equipment.

**Annual Leave:** In addition to the Public Holidays, the Employee is eligible to take twenty-six days of paid leaves (planned, casual & sick leaves) during a fiscal year. However, all planned leaves should be approved by the Manager prior to the commencement of leave period. The Employee shall not be entitled to any other leave, paid or unpaid, during his period of employment, unless sanctioned in writing by his manager. Any unapproved absence from work or leave in excess of the approved period shall be grounds for termination of employment as provided in Section 7, below. The manner of availing the leave shall be as per the company policy

**Termination:** This Agreement may be terminated by either the company or the Employee, without citing a cause, by serving a written notice of Sixty (60) days for such termination or Salary in Lieu of the notice period. This will be as per Manager’s discretion whether to extend or reduce the notice period. An employee serving notice period will not be eligible to take up any earned leaves (including leaves approved in advance) during the notice period. Any leave availed during the notice period would lead to an extension of the last working day at Affine.

However, the company is entitled to terminate the employment contract without prior notice, in case of any of the following:

- Continued failure to adhere to normal Company requirements, including timekeeping, attendance, job performance, confidentiality in relation to all the Company’s affairs and general conduct, unauthorized leave or absence of work exceeding 10 working days;
- Material breach of this Agreement.
- Any unlawful activity that may not be company’s interest or may hurt its Brand
- Conviction in a court of law
- Negligence or failure to achieve the agreed upon sales targets/quotas;
- Dishonesty or gross misconduct or gross dereliction of duty or fraud, misrepresentation or other acts of moral turpitude or criminal conduct.







**Post Termination.** Upon termination of employment for any reason, the Employee shall:

- (a) Continue to perform his duties professionally without interruption till the last date of employment and ensure that handover of duties and responsibilities takes place with least amount of loss and disruption to the Company;
- (b) Handover all confidential and proprietary information and material in his possession to the Company including any assets provided by the Company for the performance of duties under this Agreement.

**Non-Solicitation.** Following the termination of the employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of one year following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Company for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other employee of the Company.

**Ownership of Leads.** The ownership of any sales leads/prospects remains with the Company at the time of termination. This would include the leads and contacts that the Employee may make with client or prospective clients on professional networking sites like LinkedIn, post joining the Company. The Employee agrees to let the Company use all such leads to further its business.

**Non-interference.** The Employee agrees not to act in a manner that may lead to tortuous interference into the Company's business with any client or ongoing prospect discussion. Further the Employee agrees not to take any action that may cause any such employee, customer, or supplier to terminate or adversely alter his, her, or its relationship with Company.

**Standard of Dress:** The Employee shall conform to an acceptable standard of dress to ensure that the image as presented to customers, colleagues and associates is in keeping with the proper professional approach of the Company. The Employees shall at all times conform to such dress code as may be prescribed by the Company from time to time.

**Anti-Sexual Harassment Policy:** Company is committed towards providing a work environment that is professional and mature, free from animosity and one that reinforces our value of integrity, including respect for individuals. To reinforce these values the Company has an Anti-Sexual Harassment Policy in place, which is based on the current requirement under law. The Employees are covered under this policy and are required to abide by the same.





**Notices.** All notices or other communications required or permitted by this Agreement or by law shall be in writing and shall be deemed duly served and given when delivered personally or by facsimile, air courier, certified mail (return receipt requested), postage and fees prepaid, to the party at the address indicated in the signature block or at such other address as a party may request in writing.

**Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of India and subject to the jurisdiction of Courts at Bengaluru, India.

**Entire Agreement.** This Agreement sets forth the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior written agreements and all prior or contemporaneous oral Agreements and understandings, expressed or implied.

**Written Modification and Waiver.** No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

**Assignment.** This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement, except that Company may assign or transfer this Agreement to a successor of Company's business, in the event of the transfer or sale of all or substantially all of the assets of Company's business, or to a subsidiary, provided that in the case of any assignment or transfer under the terms of this Section, this Agreement shall be binding on and inure to the benefit of the successor of Company's business, and the successor of Company's business shall discharge and perform all of the obligations of Company under this Agreement.

**Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the remaining provisions shall continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired.

**Arbitration of Disputes.** Any and all disputes pertaining to this Agreement shall be referred to a sole arbitrator mutually agreed by both the Parties. If the Parties fail to agree on a sole arbitrator, then, the matter shall be referred to a panel of three arbitrators. Each Party shall appoint one arbitrator and the arbitrators so appointed by the Parties shall appoint the third arbitrator. The Arbitration, the proceedings shall be in accordance to the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Bengaluru, India and the language of Arbitration proceedings shall be English.







**Indemnity.** The Employee shall indemnify and hold the Company, its trustees, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) the acts or omissions of the Employee or (ii) the breach of the terms of this Employment Agreement or any other agreements or policies of the Company.

The signatures below indicate agreement with this Employment Agreement.

AGREED AND ACCEPTED the date first written above.

For **Affine Analytics Private Limited,**

For **Affine Analytics Private Limited,**

**ACKNOWLEDGED AND AGREED**

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**Ashish Maheshwari**  
Senior Vice President  
Affine Analytics Pvt. Ltd.



**Saloni Singh**  
Head-HR  
Affine Analytics Pvt. Ltd.

**Mousumi Ara Ahmed**  
Date:  
Place:





## SCHEDULE 1

### Gross Pay Break up

Cost to Company Break Up		
S. No.	Particulars	Per Annum (In Indian Rupees)
	<b>Earnings</b>	
1	Basic	256,500
2	HRA	114,000
3	LTA	28,500
4	PF Employer	21,600
5	Executive Allowance	149,400
	<b>Annual Total Compensation</b>	<b>570,000</b>
	Performance Based Variable Pay	30,000
	<b>Approximate Cost to Company</b>	<b>600,000</b>

**In addition to the above you are also eligible for the joining bonus of Rs. 50,000 in case you join us on or before December 19, 2019. It will be given to you on the completion of 3 months in Affine and it is valid for a period of 12 months.**

Employee can claim Income Tax exemption on medical reimbursement subject to submitting bills before due dates specified from time to time by the finance department.

Leave Travel Allowance claims will be treated as per existing tax laws and the remainder will be paid as Executive Allowance and taxed accordingly.

The performance based variable pay is an indicative amount and may vary depending on the individual's performance and the company's performance.

**Relocation Assistance Policy:** In case of relocation at the time of joining the company will take care of the travelling expenses.

1. If you need any relocation assistance, the related expenses will be paid to you or paid by the firm on your behalf with prior approval from HR/Travel team.
2. We also provide accommodation for 7 days from the date of arrival.
3. Packers and movers expense is reimbursable up to a certain limit based on actuals. The same is dependent on the position offered.



**Eligibility:**

1. Employees who are not residing in Bengaluru and have to relocate are eligible for the same.
2. The relocation must be approved in advance by Human Resources.

**Note:** The company reserves the right to recover any relocation expenses incurred at the time of relocation of the employee, should the employee leave the company prior to completing Ninety (90) days at Affine.

**Other Remuneration details:**

**Per Diem & Travel Expenditure:** As per company policy

**Alteration to Terms of Employment:** The Company reserves the right to alter the “Terms of Employment” without prior notice.

Yours Truly,

For Affine Analytics Private Limited,

For Affine Analytics Private Limited,

ACKNOWLEDGED AND AGREED

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Ashish Maheshwari  
Senior Vice President  
Affine Analytics Pvt. Ltd.



Saloni Singh  
Head-HR  
Affine Analytics Pvt. Ltd.

Mousumi Ara Ahmed  
Date:  
Place: