



Block Gemini

Employment Contract.

Bangalore Division

13.04.2021

☞ Block Gemini Infotech Pvt. Ltd.

1st Floor, Sunriver Building, Embassy Golf Links Business Park, Challaghatta, Bengaluru, Karnataka - 560071, India.

www.blockgemini.com | info@blockgemini.com | +971 42 406 408

Employment Offer Letter.

Dear Nishant Chawla,

Subject to your acceptance of the terms and conditions herein along with the prevailing applicable rules and policies of the Company, we hereby appoint you for the post of **Technical Lead**. You are required to virtually report for the said post by logging in to skype using your designated official email ID on **19.04.2021** at 09:30 AM.

All formalities and requisites along with pre-joining conditions and formalities will be completed by you on the said date. This offer is conditional upon the Company receiving this offer letter duly countersigned by you thereby confirming your acceptance to adhere to all the terms and conditions herein along with applicable rules, policies, etc. as may be framed by the Company from time to time.

This offer letter, duly countersigned by you, should be received by the Company on or before **15.04.2021**, failing which this offer will stand revoked and cancelled immediately, after which the Company will not be liable or responsible to you in any manner whatsoever. Notwithstanding the above, the Company may at its own sole discretion decide to extend the date of acceptance.

Our offer is subject to (i) cross verification of your references, which the Company will also be entitled to do so at any time after you have joined the Company (ii) background checks and verification (iii) confirmation and verification of the documents already submitted and/or to be submitted by you (iv) terms and conditions herein (v) conditions set as prerequisite for this offer (vi) conditions agreed by as post-requisite after you joining the Company (vii) Rules and policies of the Company (viii) completion of positive reference check and submission of documents as mentioned in Annexure 1 herein and (ix) any other changes implemented and applicable to you by the Management.

Your countersignature on this offer letter will be treated as your acceptance and confirmation of all the terms, conditions, obligations, compliances, powers and discretions of the Company etc.

A brief introduction to Block Gemini.

Block Gemini is a collective of technologists, thinkers, designers, and entrepreneurs who collaborate on driving digital transformation through the use of emerging technology solutions. With over 20 years of combined experience in the IT space, Block Gemini's mission is to innovate using the latest trends and ensure that we deliver the best customer experience while helping our clients pioneer solutions in their relative domains. Block Gemini has a proven track record of driving the digital transformation of enterprises operating in the supply chain space, leveraging fourth industrial revolution ready technology solutions including blockchain, IoT, and A.I. Over the course of the company's existence, Block Gemini has had the pleasure of supporting diverse clients on initiatives that span multiple industries and business verticals, while also establishing key global partnerships along the way.

Find out more by visiting: www.blockgemini.com

The Company welcomes you to the Block Gemini team and looks forward to a long and mutually beneficial association and rewarding career.

Thanking You,

Block Gemini, Human Resources Department

Acceptance of Offer for Employment

I hereby accept this offer, and will join on:

19.04.2021

Employee Name: Nishant Chawla

Employee Signature:



Employment Terms and Conditions.

Basic Employee Details

Employee Name:	Nishant Chawla	Email:	chawla.nishant@gmail.com
Date:	13.04.2021	Mobile:	+919742478219

Dear Nishant Chawla,

Below are the Terms and Conditions of your employment with Block Gemini Infotech Pvt. Ltd.

Effective Date:

This Employment Contract (the "Agreement") is made effective as of **13.04.2021**.

Role:

Your role is a **Technical Lead** within Block Gemini Infotech Pvt. Ltd. Your Title is **Technical Lead**.

Probationary Period:

As is customary, you shall serve a six-month probationary period from the effective date of employment. During this probationary period, the Company shall determine if you are suitable for the duties pertaining to your Role specified above. Should the Company determine, during this period, that you are, for any reason, unsuitable for the position, the Company may terminate this agreement and your employment without any notice or pay in lieu of notice.

Compensation and Benefits:

Your total Salary including Benefits is INR **1,433,760** as per attached Salary Structure (Annexure 2). All statutory deductions including amounts towards taxes etc. as applicable will be deducted from your Total salary including benefits as per the existing law.

Please note that you will only be entitled to your Total salary including benefits. You will not be entitled to any other amounts nor will you raise any such claim against the Company in this respect. You will not be entitled to any other benefits/payments from the Company, which is not deducted from your Total salary including benefits, in any manner whatsoever. It is clarified that you will not be entitled to any payments made by the Company on your behalf and not forming part of your Basic Pay, statutory or otherwise.

The Company may at its sole discretion and as it deems fit, pay you any additional amounts in the form of benefit, which decision is the absolute privilege and prerogative of the Company. It is clarified that this decision and discretion exercised by the Company solely will not be construed and/or interpreted as a right either vested or granted to any employee. All amounts paid to you including the Total salary including benefits will be in accordance with Company policy as modified from time to time.

Medical:

Annual medical insurance will be provided by the company. In case of separation prior to completion of 1 year service with the company, the annual medical insurance premium will be deducted from the employee.

Working Hours:

The normal working hours of the Company will be between 09:30 AM and 06:30 PM from Monday to Friday. The working hours and/or working days may be extended, curtailed and/or changed depending on each project needs and requirements and/or on a need basis for any work assignment. It is necessary that any such extension if sought by the employee, will be subject to prior approval of the Company. The Company may enforce such changes at its discretion. The above conditions will change as applicable to employees who are working in client locations or handling clients at other geographical locations, where they shall follow the working timelines in the respective time zones or geographical areas, subject to the consent and approval of the Company. You will be required to work in different geographies and time zones based on the Company's business need.

Work Location:

Your primary location of employment is Bangalore, Karnataka. The Company, however, reserves its right to depute you at its sole discretion to any of its present, prospective or future locations and/or subsidiary locations and/or customer sites, within or outside India, as and when the need arises. The corporate HR functions work out of Block Gemini Technologies, Dubai, United Arab Emirates.

Background Verification:

The Company has the right and privilege to carry out background checks on the documents, references and information provided by you after you join the Company to which you consent by signing hereinbelow. As a result of the background verification, reference checks or any subsequent inputs, if any information or documents supplied by you are found to be false or misleading, this employment contract will be rendered null and void and you shall be liable to repay all expenses borne by the Company including amounts spent or paid to you, towards your hire, relocation, on-boarding, training and salary paid to you, if any. The Company reserves its right to claim damages and/or losses, suffered or faced by it on account of the above false and misleading information and documents submitted by you. However, in the event, the company claims such damages or losses, you will remit the same immediately, failing which the Company has all rights to initiate recovery proceedings as per law and equity.

Reporting:

Upon joining, you will be responsible for reporting to the **Lead Solutions Architect**. The company shall re-assign your Team Lead(s) or Reporting Head(s) and related updates will be aptly conveyed to you from time to time.

Annual Leave:

You are eligible for 30 calendar days of leave annually. Leave is credited on a monthly basis. The leave entitlement is subject to change as per the then prevailing leave policy of the Company. The Company reserves the right to terminate your employment with immediate effect in case of any unauthorized leave taken by you, which extends beyond seven days.

Termination of Employment - (a) Termination by the Employee (Resignation):

You are entitled to terminate this employment contract by giving three months' notice. The Company may, however at its sole discretion relieve you by accepting 3 month's salary in lieu of the notice period. This does not in any manner confer any right upon you to pay 3 month's salary in lieu of the notice period.

Termination of Employment - (b) Termination by the Company:

The Company will be entitled to terminate this employment contract by giving fifteen days' notice or salary in lieu thereof. The Company will, however, have the discretion to dispense with this notice or payment in lieu of notice, on grounds prescribed under law or Company policies and terminate your services with immediate effect if misconduct is the cause of termination.

Termination of Employment - (c) Termination on account of disability or illness:

If on account of illness or disability you are prevented from properly performing duties for a period of 1 month in any one year or for a consecutive period of 1 month, the Company may immediately terminate your employment by providing you 15 days' notice or salary in lieu of notice.

The termination notice has to be in writing. If you leave without giving the required notice or by not working during the notice period, you will be liable to pay the Company an amount equivalent to three (3) month's gross fixed salary. The Company will be entitled to withhold all amounts due to you and other relieving orders, salary, experience certificate and any other amount and/or document as it deems fit for recovery of the said amount. It is clarified that the Company will only withhold the above for 6 months from receipt of communication of your resignation. In the event you fail to comply with this condition within the said period, the Company will be entitled to refuse issuing any experience certificate and/or relieving order etc. The Company may, however, issue the above, at its sole discretion, subject to it mentioning your failure to adhere to the notice period in the said documents as applicable. The Company may at its discretion require you to serve the notice period in the interest of the Company and you hereby expressly agree and consent to adhere to the same.

In the event, you commit (i) any breach of the terms and conditions herein (ii) are found in violation of any of the Company's policy or rules as applicable (iii) are found guilty of misconduct (iv) any act for which any disciplinary action is taken against you (v) wilful neglect (vi) breach of any of the terms hereof (vii) refuse on your part to carry out the lawful instructions of any superior and/or management of the Company, the Company may terminate your employment forthwith without any notice. In such an eventuality, the Company will neither be liable to make any payment to you for any worked or unworked period, nor will it be liable to make any statutory payments as required under the law.

Non-Compete:

During the period of employment with the Company and for a period of six months after termination of employment from the Company for whatsoever reason, you shall not:

- a) Seek or accept any employment from a Competitor of the Company, unless approved in writing by the Company. For the purposes of this provision, "Competitor" shall include, but not be limited, to any Blockchain Solution providers in UAE and India.
- b) Seek or accept any employment with any Customer for whom you performed services as an employee of the Company within the last twelve months of your employment with the Company.

- c) Solicit business from, do business with or render services to, in any capacity, directly or indirectly, to any entity that is or was a Company client or Customer within the last twelve months of your employment with the Company, for a purpose or in a manner that is in any way competitive with the Company's business.
- d) If during or after your employment with the Company, you seek to work elsewhere, you agree to provide a copy of this Agreement to any person or entities seeking to hire you before accepting employment with or engagement by any such person or entity.

Non-Solicitation:

You agree that for a period of twelve (12) months immediately following the termination of your relationship with the Company for any reason, whether with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any Company employee to leave the Company, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for yourself or for any other person or entity.

Confidentiality:

You acknowledge and are aware that during the course of your employment with the Company you will come into possession of valuable information / technical know-how and proprietary information of the Company, including but not limited to current and future business information of the Company, its clients, suppliers or employees.

You undertake to keep all such information in strict confidence and reaffirm that you shall fully adhere to all confidentiality obligations that are set forth in your current terms of employment.

Other Terms and Conditions:

During the tenure of your employment, the Company may incur training/certification expenses on you. In the event, you resign or leave your employment within a period of 12 months from the date of completion of certification, you will be required to reimburse the entire training costs including any travel costs related to the training to Block Gemini Technologies before being relieved.

The Company may set off any amounts owing and payable by you to the Company at the time of termination of your employment against any amount then payable to you by the Company.

If any Letter of Authority or Power of Attorney is issued to you during the term of your employment with the Company, you shall return it on Company's demand or on termination of your employment with the Company.

Your employment with the Company is subject to (i) your complete and unconditional acceptance and execution of this Employment Agreement and such other documents that may be presented to you and (ii) your delivery of the documents mentioned in Annexure 1. If you fail to sign and deliver the aforesaid documents and any other documents as required by the Company at the time of joining, your employment with the Company shall not take effect and this offer shall be deemed to be revoked and/or withdrawn immediately without any liability to the Company.

You hereby acknowledge and agree to abide by all internal Policies of the Company, conveyed to you. Company reserves the right to change these Policies at any time in its absolute discretion.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics etc and your employment shall be governed by all the internal policies, as amended from time to time, of the Company as applicable to your employment with us.

You agree that the compensation and benefits provided under this agreement will be subject to forfeiture, cancellation, recoupment or clawback under any clawback or recoupment policy adopted by the Company and as may be in effect from time to time or as required by applicable laws and government regulations. You further agree that any incentive compensation paid or payable to you will be subject to forfeiture, cancellation, recoupment or clawback in accordance with the rules and regulations of Dubai, UAE in the event the Company is required to restate its financial statements, regardless of whether the Company is then subject to the UAE law.

This agreement (including the policies of the Company) constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Yours Sincerely,



Herman Carneiro

Senior HR & Talent Acquisition Manager

Acceptance of Employment Terms and Conditions

I hereby give my irrevocable consent to the terms and conditions as stated above

Employee Name:	Nishant Chawla	Employee Signature:	
Date:	13.04.2021		

Annexure 1.

You are requested to remotely report through skype to complete your joining formalities.

You will be assigned a company email address on the day of joining. On your joining date you must sign up/in to skype using your assigned company email address and connect with the following skype accounts by 9.40 am for further reporting instructions:

1. herman@blockgemini.com (herman.mediawhite)
2. antvin@blockgemini.com

Contact us during working hours for any clarifications or assistance prior to Joining :

Contact Person: Mr. Anand Venugopal
Contact Number: +91-9364437030

Joining Checklist:

At the time of your joining, you would be required to keep the Originals for verification (through online video call) and email one photocopy of each of the following testimonials duly self-attested.

1. Educational Qualification
 - a. SSC/Class X
 - b. Intermediate /Class XII
 - c. Graduation – Degree/Provisional Certificate and mark card for all years/semesters
 - d. Post-Graduation – Degree/Provisional Certificate and mark card for all years/semesters. (If applicable)
2. Work Experience
 - a. Experience & relieving certificates of your current and all your previous Employers. Resignation acceptance document is a must if the relieving letter is unavailable. The resignation acceptance should be on the letterhead of the Employer.
 - b. Last three (3) payslips.
 - c. Appointment letter of your current Employer
3. In addition, you would be required to submit 5 passport size photographs in colour duly signed on the back.
4. As part of background verification, you are required to produce your Identity proof (Passport/Driver's license/Voter ID card).
5. Other documents
 - a. 1 Photocopy of PAN Card in colour and previous Employer TDS Certificate along with original PAN Card.
 - b. 1 Photocopy of Aadhar Card and original Aadhar Card to be submitted.
 - c. 1 Photocopy of Passport and Name change document (if any) duly self-attested

All the aforementioned documents should mandatorily be produced/mailed on the date of joining itself. The joining formalities would be commencing at 09:30 AM on your confirmed date of joining. We kindly request you to be on time for the same.

Remote Working:

While working remotely you are expected to:

1. arrange your own space and appropriate Internet capabilities at the telecommute location, and shall not be reimbursed by the Company for these or related expenses;
2. remain remotely accessible on skype and/or slack during the work schedule;
3. connect with the reporting head whenever requested to discuss the work status and pending tasks; and
4. be available for video/teleconferences, scheduled on an as-needed basis.

Annexure 2.

Salary Structure			
Employee Name:	Nishant Chawla	Designation:	Technical Lead
Date:	13.04.2021		
Compensation Details. (All figures are in INR per year)			
Salary Component	Characteristics	Amount	
Basic	48% of TFP.	688,204.8	
HRA	40% of TFP. Exemption from tax is computed with reference to the actual rent paid by the associate towards the accommodation. Rent paid in excess of 10% of the Basic, subject to a maximum ceiling of HRA actually received would be non-taxable.	573,504	
Conveyance	12% of TFP.	172,051.2	
Total Fixed Pay		1,433,760	