



Date: 15/05/2016

Sub: **Confirmation of your appointment**

Dear Sraban Kumar Pahadasingh

Based on your interview conducted on 11/05/2016, we are pleased to confirm your appointment with the Company. The specific details concerning your appointment are attached at Annexure I and the General Employment Conditions are attached at Annexure II. Please note that acceptance of this offer letter also constitutes your acceptance to the Annexure I and Annexure II attached herein.

Your conduct shall at all times be governed by the Company's policies, rules and regulations as stated from time to time.

Please sign and return the duplicate copy of this letter and the annexure confirming your acceptance of the appointment, according to the terms and conditions mentioned herein.

We look forward to your joining the Company for a long, successful and mutually beneficial association.

**Yours faithfully,**

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refundme India Services Pvt Ltd

I, Sraban Kumar Pahadasingh, hereby accept the appointment as per the terms and conditions of this letter and the annexure attached herein.

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Sraban Kumar Pahadasingh

15/05/2016

refund.me India Services Pvt. Ltd.

#A-13/2, 3, 4, Unit No- 501, Tower - II, Highway Towers, Sector 62, Gautam Budh Nagar, (Noida) UP-201309

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ANNEXURE I

Particulars of Employment:

COMMENCEMENT DATE: 15/05/2016

POSITION: Sr. PHP Developer-Team Leader

REMUNERATION:

Gross Salary: 75,000 (subject to applicable tax deductions)

Salary Breakup

Particulars	Amount
Basic Salary	30,000
HRA	15,000
Conveyance Allowance	2,400
Medical Reimbursement	1,250
Special Allowance	26,350
<b>Gross Salary [In Indian National Rupees]</b>	<b>75,000</b>

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Authorized Signature

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Sraban Kumar Pahadasingh

Date:

Place of acceptance:

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## ANNEXURE II

### General Employment Terms

Your appointment with the Company is subject to your acceptance of the following terms:

#### **1. PERFORMANCE OF DUTIES:**

- 1.1 You shall perform your duties (as specified in Annexure I) loyally and industriously and in a manner that protects the interest of the Company at all times, to the best of your knowledge and ability.
- 1.2 You agree to devote all attention and abilities to the duties and responsibilities allotted to you by the Company.
- 1.3 You agree to work for the Company on an exclusive basis. Further, you agree not to undertake any other employment or professional engagement of any kind, with any third party, whether contractual or otherwise, during the period of your employment.
- 1.4 You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm having business transactions with the Company, without the express written permission of the Company.
- 1.5 Prior to joining the Company, you will ensure that you are free from any contractual restrictions preventing you from accepting this offer or commencing employment from the date specified in Annexure I.
- 1.6 You will be responsible for the safe keeping and return in good condition and order, of all properties and/or assets, which may be entrusted to you by the Company. Failure to do so would grant the Company, the right to deduct such amount of salary as may be necessary to compensate for the said properties and/or assets

#### **2. LEAVE AND HOLIDAY**

- 2.1 You shall be entitled to 12 (Twelve) days of casual paid leaves (“**Paid Leaves**”) in each calendar year (One paid leave every month). It is clarified that the calendar year shall commence from January 1 of each year and end on December 31 of that year.

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- 2.2 In addition to the Paid Leaves, You shall be entitled to leaves on account of medical issues amounting to 7 [Seven] days per year (“**Sick Leaves**”).
- 2.3 In the first year of employment, you shall be entitled to Paid Leaves and Sick Leaves calculated on a pro-rated basis, in accordance with the annual entitlement as specified in 2.1 and 2.2.
- 2.4 Any excess leaves taken beyond the specified Sick Leaves and Paid Leaves shall grant the Company the right to deduct the salary on a pro rata basis.
- 2.5 You agree that at the end of each calendar year period, all unclaimed Paid Leaves and unclaimed Sick Leaves shall lapse and shall not be carried over for the next calendar year. There shall be no payment made by the Company to you on account of unclaimed Paid Leaves or unclaimed Sick Leaves at the end of calendar year. Further, there shall be no claim of any kind, monetary or otherwise against the Company or its authorised persons, in regards to such issue.

### **3. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED AS PART OF EMPLOYMENT**

- 3.1 For the purpose of this Agreement, “**Intellectual Property**” means all intellectual and industrial property and all rights therein including, all inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, Internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), works in which copyright may subsist (including computer software and preparatory and design materials therefore).
- 3.2 You expressly agree that if at any time during your employment, you make or discover, or participate in the making or discovery of any Intellectual Property, directly or indirectly associated with, or relating to or capable of being used by the Company, then you shall disclose the complete and accurate details of such Intellectual Property to the Company immediately. You also agree that all such Intellectual Property shall be the absolute property of the Company and you shall not have any claim or interest at any time, in such Intellectual Property.
- 3.3 At the request and expense of the Company, you shall provide all such information, data, drawings, codes, algorithms and assistance as may be necessary or which is, in the opinion of the Company,

desirable to the Company to exploit any Intellectual Property to the best advantage in the sole opinion of the Company.

- 3.4 You agree to execute all documents and do all such acts and deeds as may be necessary or desirable, in the opinion of the Company, for obtaining protection for the Intellectual Property and for vesting the same in the Company, as the Company may direct.

#### 4. **CONFIDENTIALITY AND NON DISCLOSURE**

- 4.1 For the purpose of this Agreement, the term "**Confidential Information**" shall mean such information relating to the Company or its business, as the Company may, from time to time provide to you, or such information which you may acquire during your employment, including all information communicated in writing or orally relating to business affairs, any technical data, or know-how, including but not limited to, that which is or relates to:

- a) inventions, ideas, processes, research, formats, formulas, human readable code on any media, object code, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques;
- b) product plans, business plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information;
- c) non-public market information, strategic plans;
- d) marketing or finances of the Company in any form, customer information, business plans and strategies, price lists and market studies; and
- e) contracts and client database, computer models and programs, research records, statistical methods of doing business, customers, finances, strategic and marketing plans, employee details and such other proprietary information relating to the business of the Company and is not in the public domain.

- 4.2 You agree that at no time, either during your employment or afterwards you shall use, disclose or communicate to any person whatsoever any Confidential Information which you have, or may have come to possess during your employment of the Company.

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- 4.3 You further agree that you shall not supply the names or addresses of any clients, customers, vendors or agents of the Company to any person except as authorised by the Company.
- 4.4 You agree that you shall not, at any time during your employment or thereafter, issue any statements concerning the business of the Company, to the press (whether oral or written) or make any statements on any form of social media concerning the same, which have not directly been authorised by the Company in writing. Such restriction shall apply to any statement to any representative of television, radio, film, internet or other similar media and to writing of any article for the press or otherwise for publication or publishing, on any matter connected with or relating to the business of the Company.
- 4.5 You are obliged to sign a non-disclosure agreement specific to a particular client as and when required by the Company.
- 4.6 You agree and accept that the terms and conditions of your employment, also qualify as Confidential Information and cannot be disclosed to any third party without the prior written consent of the Company.

## 5. **TERMINATION**

- 5.1 The Company or you may terminate your employment by giving 60 (Sixty) days' written notice to the other Party explicitly stating the intention to terminate the employment.
- 5.2 Without prejudice to, and notwithstanding anything to the contrary, your employment may be terminated immediately and without the requirement of prior notice or payment of any salary in lieu thereof, if at any time during your employment you:
- a) Commit any serious or repeated or continual breach of any of the obligations; or
  - b) are guilty of any misconduct or neglect in the discharge of duties; or
  - c) Through your actions or statements or omissions, bring the name or reputation of the Company in serious disrepute or prejudice; or
  - d) Seriously affect the business interests of the Company.

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5.3 In the event of the termination of your employment as per clause 5.2 the Company shall not be obliged or required to make any payments to you save for, the Salary and benefits and remuneration actually accrued (on a pro rata basis) up to and including the date of termination.

5.4 You expressly agree that notwithstanding anything to the contrary, either in this Annexure or otherwise, the termination of your employment shall be without prejudice to:

- a) The Company's right to claim actual damages suffered owing to the actions or omissions of you, if any; and
- b) Any other relief that the Company is, or would be entitled to, under any contract, law or equity.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 You hereby agree to the following:

- a) That your academic qualifications, background and work experience, as notified to the Company, are true and correct.
- b) That you have executed and delivered this letter voluntarily, after having determined that the provisions contained herein are of benefit to you;
- c) That you have read and fully understood the terms and conditions set forth herein and have had sufficient time to reflect on and consider the benefits and consequences of being employed with the Company.
- d) There are no other agreements executed by you with third parties that directly conflict with the terms and conditions of your employment with the Company or restrict your ability to perform your duties and functions.

In the event the Company becomes aware of any breach of the above conditions, the Company has the sole authority to review your employment and may terminate your employment, as per the terms of clause 5.2.

## **7. MISCELLANEOUS**

### **7.1 Whole Agreement**

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This letter along with the Annexures appended constitutes the entire agreement and understanding between you and the Company and supersedes all previous agreements, arrangements, correspondences, whether oral or written, relating to the subject matter of your employment.

7.2 Indemnity

You agree to indemnify and hold harmless the Company, its officers, officials and other employees, from any and all claims, injuries, damages, losses or suits, arising out of or resulting from your acts, errors or omissions in relation to the performance of your duties under this letter of employment, without any limitations or qualifications.

7.3 Dress Code

Monday to Thursday: You are required to wear formal clothing.

All other days: You may choose to wear smart casual clothing on such days.

On behalf of the Company:

Employee:

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Authorised Signature

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Sraban Kumar Pahadasingh

Date:

Place of acceptance:

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