



ZIP Infosolutions Pvt Ltd

Website: <http://growisto.com>, Email: contact@growisto.com

6th May 2021

Saikat Bishal
Railway Colony, House no. 328/4,
Tatanagar -831002
Pan No- CMDPB5361G

Your Employment with ZIP Infosolutions Pvt. Ltd.

Dear Saikat,

We are pleased to confirm your offer of employment with ZIP Infosolutions Pvt. Ltd. (the "Company") on following terms:

1. **Position.** You will start in a full-time position as Management Trainee. Your designation will change as per below-mentioned timelines:

Duration	Designation
0 to 0.5 years	Junior Software Developer
0.5 to 2.5 years	Software Developer

2. **Employment and Probation.** Your joining date will be 7th June 2021. Your probation period will be for three (3) months. You will be duly notified if you have not successfully completed your probationary period or extension thereof. In the absence of any such notification from the Company at the end of your probationary period, you will be deemed to have successfully completed your probationary period.
3. **Exclusivity and No Bar.** By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.
4. **Compensation & Employee Benefits –** Effective the date of your reporting for duties, you will be eligible for salary, allowances and other benefits as specified in the enclosed salary annexure. The remuneration as indicated in the annexure is comprehensive and all-inclusive and hence it shall be deemed to include all the liabilities of the company. Your remuneration package is strictly confidential between you and the company and should not be discussed with anyone.
5. **Appraisal.** The Company plans to conduct an employee review at least once every financial year.
6. **Leave.** Upon commencement of employment, you will begin to accrue paid time off at a rate of 1.75 days per month, time which can be taken for vacation, illness or any other personal reason. After a notice of termination has been given pursuant to paragraph 9, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
7. **Reimbursement for Expenses.** You will be reimbursed directly for reasonable expenses incurred by you in performance of your duties, in accordance with the Company's Expense Policy. This

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shall include all normal and related expenses such as telephone calls, travel expenses (only for the client visit), courtesy meals for clients and customers and company related operating expenses related to your automobile (mileage reimbursement). The company is not entitled to pay the to and fro travel cost from home/ PG/ hotel to the office. As a regular employee of the Company you will also be eligible to participate in all Company-sponsored benefits that other employees receive.

8. **Confidential Information and Inventions Agreement.** During your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or ought reasonably to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers. The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law. The contents of this letter are confidential in nature and should not be disclosed to others.
9. **Employment Relationship.** Your employment with the Company will be and for no specific period of time "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. During your probationary period, either party may terminate your employment by giving the other party 7 days' written notice or payment in lieu of all or part of such notice period. After the probationary period, either party can terminate the employment by giving the other party 60 days' written notice ("Notice Period"), provided however the Company may in its sole discretion release you earlier on certain conditions to be determined by the Company at the time of termination or by the Company making a payment in lieu of all or part of the Notice Period. The Company also retains the discretion to make all other decisions concerning your employment (e.g. corrective actions, transfers, job responsibilities, compensation, or any other managerial decisions).
10. **Immediate Termination.** The Company has the sole rights to terminate your employment if you materially breaches any of the provisions of this Agreement, without prior approval of the Company. In case you are found to be indulged in any misconduct/ misbehaviour with any other employee or client of the Company or in any illegal activities, your employment shall be terminated immediately.
11. **Plagiarism.** Your services will be terminated immediately by the company, without any prior notice, if you are found to plagiarise from other sources including, but not limited to, newspapers, magazines, journals, blogs, or any online portal. In such cases, you will be immediately relieved from the services of the company without any notice. Growisto also reserves the right to initiate legal proceedings against you in such a case.
12. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, free lancing, consulting or other business activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

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13. **Withholding Taxes.** All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholding and payroll taxes.
14. **Entire Agreement.** This letter supersedes and replaces any prior understandings or agreements, whether oral or written, between you and the Company regarding the subject matter described in this letter. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Director of the Company.
15. **Delay, laches, forbearance and waiver.** Any delay, laches, forbearance by the Company in taking notice and acting on a default of the Employee, the Company shall not be deemed to have waived or acquiesced from or barred from taking mitigative action.
16. **Jurisdiction.** Your employment shall be governed by and interpreted in accordance with the laws of India. You shall submit to the exclusive jurisdiction of Mumbai courts in relation to any dispute arising in connection with your employment and this letter.
17. **Indemnity.** To the extent of this agreement and breach thereof you will indemnify and keep the company indemnified of from and against any breaches thereof.

We hope that you find the foregoing terms acceptable. You may indicate your agreement with these terms and accept this offer by signing and dating the duplicate original of this letter and returning them to me. This offer, if not accepted, will expire at the close of business on 7th May 2021.

Let me add that we at ZIP Infolutions Pvt. Ltd. look enthusiastically at your joining us, and look forward to a long and successful relationship. We also wish to take this opportunity to welcome you to the Group and wish you every success with the Company.

Sincerely,
ZIP Infolutions Pvt. Ltd.

By: Pritesh Mittal, Director

Upon signing this letter I accept the terms described in this letter. I agree as a condition of my employment to comply with the terms as amended and revised from time to time.

Signature: Saikat

Name: SAIKAT BISHAL

Dated: 07.05.2021

Phone No: 9064217900



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Salary Annexure

Particulars	Junior Developer(0 to 0.5 year)	Software Developer(0.5 year to 1.5 years)	Software Developer(1.5 years to 2.5 years)	Total Payout
Basic	180,000			
HRA	90,000			
Conveyance	19,200			
LTA	15,000			
Special Pay	124,200			
PF - Employers Contribution	21,600			
Fixed Compensation	450,000			
Special Allowance	200,000			
Total Compensation	650,000			425,000
Basic		360,000		
HRA		180,000		
Conveyance		19,200		
LTA		30,000		
Special Pay		289,200		
PF - Employers Contribution		21,600		
Fixed Compensation		900,000		
Performance Bonus		100,000		
Total Compensation		1,000,000		1,000,000
Basic			480,000	
HRA			240,000	
Conveyance			19,200	
LTA			40,000	
Special Pay			399,200	
PF - Employers Contribution			21,600	
Fixed Compensation			1,200,000	
Performance Bonus			200,000	
Total Compensation			1,400,000	1,400,000
Total Compensation (2.5 years)				2,825,000

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** Special Allowance will be paid after completion of 6 months. In the unlikely event you choose to leave the Company or if your services are terminated for any reason whatsoever before the completion of 2.5 years of employment with the Company, the special allowance will be construed as debt due and should be repaid fully by you before your last working day.

*Performance bonus will be determined based on your performance as well as the company's performance

* Performance Bonus and Special allowance will be paid only if you are on the rolls of the company at the time of pay out. You would not be eligible for this pay out if you have resigned/exited or are serving notice.

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