



Date: March 16, 2017

Shahu Tarale
#321/1-92, 6th Cross Venkatapura New Extension
Kormangla 1st Block Bangalore-560034

LETTER OF EMPLOYMENT

It is my pleasure to extend the following offer of employment to you on behalf of **Pole To Win India Private Limited**, further to your representations made in the interview and discussions you have had with us. You are expected to report to the HR department with a signed copy of this Letter of Employment on **January 1, 2017**.

You are appointed to the position of **Test Engineer - Functionality**. As **Test Engineer - Functionality**, you will be on a probation period of six months from the date of joining.

1. **SALARY, ALLOWANCES & PERQUISITES**

Your monthly salary, allowances and perquisites are detailed in the separate sheet annexed. Your terms of employment and compensation are strictly confidential and you shall not divulge the same to any other employee of the Company except where required by Company policy.

2. **STANDARD CONDITIONS OF EMPLOYMENT**

(i) The Standard Conditions of Employment which relates to various matters pertaining to your working with the Company, including hours of work, holidays, leave, code of conduct, policy etc can be accessed through Human Resources.

(ii) The Standard Conditions of Employment may be changed by the Company from time to time at the sole discretion of the Company and such changed Standard Conditions of Employment shall become a part of this "Letter of Employment" and shall be applicable to you forthwith, upon receipt of notice of the same.

(iii) The terms and conditions mentioned herein are further to and in addition to the "Employee Confidentiality and Invention Assignment Agreement" executed by you with Company.

(iv) You shall be a full time employee of the Company and will devote your entire professional energy towards the conduct of your duties under your employment with the Company. During your employment with the Company, you shall not engage yourself in any other gainful or commercial activity, business or professional activity whatsoever, whether part-time or full-time.

3. **CODE OF CONDUCT**

Company maintains the highest order of ethical conduct in its dealings with customers, suppliers, employees, agents and Government. As part of your employment, Company expects you to fully understand this philosophy and the policies governing it.

4. PROBATION & CONFIRMATION

You will be on probation for a period of six months from the date of appointment. Your employment will be confirmed at the end of the period of probation by a letter of confirmation, subjected to full satisfaction of Company regarding your conduct and performance in the appointed position during the period of probation. Company expressly disclaims any express or implied warranties regarding your employment, and any terms and conditions.

5. CORRUPT PRACTICES

(i) Being an employee of the Company, you shall never give, offer, or authorize the offer of, either directly or indirectly, anything of value (such as money, goods, favour or services) to a customer or government official to obtain any improper advantage. A business courtesy, such as a gift, Contribution or entertainment should never be offered under circumstances that might create the appearance of an impropriety.

(ii) No political contributions shall be made using Company funds or assets provided to any political party, political campaign, political candidate, or public official in India or any foreign country, unless the contribution is lawful and expressly authorized in writing by the Board of Directors.

(iii) During the period that you are employed by the Company, you shall not, either while acting on behalf of the Company or in the pretext thereof, accept from any person or entity, any consideration for any assessment or decision may be favorable to that person or entity. Such consideration shall include any item or conduct that may be of value such as a gift, bribe, payment, performance, favour, etc.

(iv) You shall not use company funds for any unlawful & unethical purpose. Also, you shall not offer, give or cause others to give, any payments for the purpose of influencing the recipient's business judgment.

6. TERMINATION OF EMPLOYMENT

(i) **During Probation.** You may terminate the employment with Company at anytime by serving a prior written notice of one month, or with permission from the Head of the concerned Department for paying applicable basic salary in lieu of notice.

(ii) **Post Probation.** After confirmation of your employment with Company, you may terminate your employment by serving prior written notice of two month, or with permission from the Head of the concerned Department for paying applicable basic salary in lieu of notice.

(iii) **Termination for convenience.** Company may terminate your employment at anytime by issuing a notice of two month in advance.

(iv) **Termination for Breach.** Notwithstanding anything contained elsewhere to the contrary, Company may terminate your employment at anytime with immediate effect including but not limited to the following eventualities or any breach or alleged breach of any terms of the employment or the terms of "Employee Confidentiality and Invention Assignment Agreement".

- a) Wilful breach of the Company rules or policies prescribed from time to time,
- b) On the grounds of non-performance, discipline, misconduct, fraud, theft, negative or poor attitude,
- c) If any independent reference check conducted by Company not meeting Company standards,
- d) If any independent reference check conducted by Company's Customers reveal adversary reports such as previous employment terminated for disciplinary causes, misconduct, drug abuse, fraud, theft, or any criminal cases pending against you, etc.,
- e) Disqualification/ abandonment by any Customers of the Company,
- f) Unauthorized absence from duty,
- g) Judgement of conviction against you by a court of law.

7. PROPRIETARY INFORMATION

By virtue of your employment in the Company, during the term of this agreement or thereafter, you will be exposed to confidential information of Company or its Clients, customers, or contractors, or other employees., relating to the business of the Company or to the business of any parent, subsidiary, affiliate, customer, vendor, supplier or with any other party with whom the Company may exchange or receive information with obligations to keep such information in confidence ("Proprietary Information").

You should hold in strictest confidence and shall not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except in cases where such disclosure is required in connection with discharge of official work for the Company, or unless an executive officer of the Company expressly authorizes such disclosure in writing. You also agree that you shall not, during or after the term of your employment with the Company, publish, in any form or on any platform, including any social media, details of the work carried out by You or the Company or any work that the Company has been or will be associated with in relation to a client/ prospective client, unless prior written permission of the client, through the Company, has been obtained. The term "Proprietary Information" shall also include trade secrets, confidential knowledge and data, know how, designs, customer information, process notes, project knowledge, client details like their names, business strategies, logos, designs, documents, knowledge base of the clients, work done for the client by you or otherwise, or any other information which the Company considers confidential and proprietary. By way of illustration but not limitation, "Proprietary Information" shall also include (a) inventions, mask works, trade secrets, designs, original works of authorship, ideas, processes, formulas, source and object codes, data, programs, documents, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other copyrightable, patentable works (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, regulatory matters, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, policies; and information regarding the skills and compensation of other employees of the Company.

The Employee understands that, from time to time the Company may receive confidential or proprietary information from third parties ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of employment and thereafter, the Employee shall hold such Third Party Information in the strictest confidence and will not disclose to anyone except in connection with discharge of official work of and for the Company, and Company alone.

You acknowledge that, in the event of any breach or threatened breach of this agreement, the Company will not have an adequate remedy in money or damages. The Company, therefore, shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The Company's right to obtain such relief shall not limit its right to obtain other remedies without requirement to post any bond or prove any actual damages. Further, in the event of breach by you of the obligations of this agreement, you shall promptly be liable to indemnify the Company for all the costs, damages and prejudice caused to the Company by disclosure or loss of confidentiality of any part or whole of the Company's Proprietary Information or any Third Party Information.

8. PROTECTING THE ASSETS OF COMPANY & ITS CUSTOMERS

- (a) You shall be responsible for protecting the assets which are found in many different forms including physical assets, proprietary information, intellectual property and confidential information.
- (b) You must be alert to any situations or incidents that could lead to the loss, misuse or theft of Company or customer assets.

All such situations must be reported to the IT Department as soon as the situation arises.
All inventions, improvements and discoveries made solely by you or jointly while on duty need to be disclosed to the company and the company has the sole right, title and interest over such inventions, improvements, discoveries and has the intellectual property rights over them.

9. TRANSFER

You are liable to be transferred to any department or branch at any place in India or abroad, where the company has or may have its office/business. You are also liable to be transferred to any of the associated company or anywhere in India/abroad. On such transfers, you will be governed by the terms and conditions, and rules and regulations etc., which are applicable to your category at the place of transfer.

10. PAST RECORD

The employee understands and accepts that if any declaration or information furnished by him/her to the Company prior to the date of this appointment letter or during the tenure of the employment with the company appears to be not true, or if the employee is found to have suppressed any material information, the Company may resort to section 5 (iv).

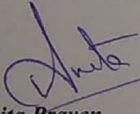
11. GENERAL

- (i) As part of our joining formalities, we need to conduct a reference check. Your appointment is subject to a satisfactory reference check. You are also requested to produce all relevant documents (as mentioned in the Annexure) at the time of joining us, which will be duly verified against the information given by you till date.
- (ii) Offer stands canceled in case of any deviations in information or if you fail to report and complete the joining formalities with the HR department on or before pre-decided date.
- (iii) You may indicate your acceptance of the above terms and conditions of this "Letter of Employment" by signing and returning annexed copy of this Letter of Employment.
- (iv) Notwithstanding anything contained elsewhere to the contrary, this offer of employment shall be deemed withdrawn and cancelled if not accepted within 7 (seven) days from the date this letter bears.
- (v) Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing forthwith to the company. All communications will be addressed to you on the last Address notified by you and it will be presumed that you have received such communications addressed to you.

The Company looks forward to an enduring relationship with you.

Yours sincerely,

For: Pole To Win India



Anita Praven

*Senior Manager & Head
Human Resource*

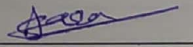
DECLARATION BY THE EMPLOYEE

I, the below named employee declare as follows;

1. I have never been involved in the commission of any offences involving moral turpitude.
2. I have never been convicted by any Criminal Court.

ACCEPTED TODAY AT BANGALORE ON MY OWN WILL AFTER READING ALL THE CONTENTS HEREIN AND UNDERSTANDING.

Name: SHAHU TARALE

Signature: 

Date: 01/01/2017

Name **Shahu Tarale**
 Dept/Process **Games Quality Assurance**
 Date of Joining **January 1, 2017**
 Band **6**

Annexure - 1

Components	Annual (INR)	Monthly (INR)
Fixed Components :		
Basic	123200	10267
House Rent Allowance	49280	4107
Special Allowance	53555	4463
Conveyance Allowance	19200	1600
Medical Reimbursement	15000	1250
LTA	10267	856
BONUS	16800	1400
Gross Salary (A)	287302	23942
Company Contributions :		
PF	14784	1232
Gratuity	5914	493
Sub Total (B)	20698	1725
CTC (A+B)	308000	25667

Deductions from Gross Salary (A)		
Employee Contribution to PF	14784	1232
Professional Tax	As per the Karnataka Tax on Professions, Trades, Callings and employment Act 1976 and amendments thereto	
Income Tax	As per the Income Tax Act 1961 and amendments thereto	

Benefits		
1. Insurance: You will be covered by the Group Medclaim and Personal Accident Insurance schemes. As per the Company policy		
2. Gratuity: You will be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972 on completion of 5 years of continuous service.		
3. Provident Fund - Applicable as per the provisions of Employees Provident Fund and Miscellaneous Act 1952		

Note: Any changes to above are subject to the company policy. Please note that your compensation is personal to you and you are requested not to share details of the same with others.

We wish you the very best in your career with us.

for Pole To Win India Pvt Ltd


Anita Praven
 Senior Manager & Head
 Human Resources