

April 26, 2019

Subject: Employment Offer Letter - Confidential

Dear <varname>:

Congratulations! On behalf of **Smartnerd** (“Company”), it is my pleasure to extend our offer of employment to you. This offer and the opportunity it represents is extended with great confidence in your abilities. You made a favourable impression with everyone you met, and we are excited with the prospect of you joining the Company.

If you accept this offer of employment, you will be appointed as a <varrole> in Hyderabad. Your appointment date is effective from your date of joining i.e. **<vardoj>**. You should report for joining no later than 9:30 A.M. on your joining date.

Your all-inclusive compensation, on a cost to the company basis, is **Rs. <varctc> (<>)**, payable as a monthly salary less applicable taxes and deductions. Your compensation details are confidential,and you may discuss it only with the undersigned individual in case of any clarification. **Annexure 1** **–** **Compensation** **CTC** provides a breakup and explanation of the components of your compensation.

Your employment at Smartnerd will be governed by the terms and conditions in **Annexure 2 - Employment Agreement** as well as all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time. Please read the Employment Agreement carefully as it becomes binding on you on your date of joining.

On your date of joining, you are required to submit the documents listed in the attached **Joining Documents** **Checklist**. Please notify us immediately if there are any issues with your documentation.

We look forward to having you join the Company’s team of outstanding professionals. If you wish to discuss any detail of this offer, please feel free to contact me.

To accept this offer and the appointment terms and conditions, please sign and date below.

**For Scientella Electronics & Electricals Ltd,**

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| --- | --- |
| Manager – Talent Acquisition |  |
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| **ACCEPTANCE OF OFFER OF EMPLOYMENT**  I have read and understood the contents of this Employment Offer Letter and its Annexures hereto (hereafter “Letter”). I accept employment with smartnerd under the terms and conditions of this Letter in its totality. **Please sign** **and date below.** You will be required to sign the Employment Agreement on your date of joining.  Please note that electronic signatures are legal and binding in India under Section 3 of the Information Technology Act 2000.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEXURE 1 – COMPENSATION CTC**

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| --- | --- | --- | --- | --- | --- |
| **CTC Components** | **Rs. (Monthly)** | **Rs. (Annual)** | **Deductions** | **Rs. (Monthly)** | **Rs. (Annual)** |
| Basic salary |  |  | EPF (Employee Contribution) |  |  |
| House Rent Allowance |  |  | ESI (Employee Contribution) |  |  |
| Transport Allowance |  |  | Profession Tax |  |  |
| Medical Reimbursement |  |  | Income Tax (Depends upon personal tax declaration) |  |  |
| Leave Travel Allowances |  |  | Group Insurance (Self  ) |  |  |
| Various Allowances |  |  |  |  |  |
| **Gross Salary (A)** |  |  | **Total Deductions (B)** |  |  |
| Add : EPF- Employer contribution |  |  |  |  |  |
| Add : ESI - Employer Deduction |  |  |
| **Total CTC:** |  |  | **Net Salary (A-B)** |  |  |



**ANNEXURE 2**

**EMPLOYMENT AGREEMENT**

(herein as “AGREEMENT”)

In consideration of your employment with **Smartnerd (Owned by Scintilla Electronics & Electricals Pvt Ltd.)** (“Smartnerd” or the “Company”), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Roxana Fortune Complex, # 8-2-686/6/D/9, Floor 2, Road No.12, Banjara Hills, Hyderabad - 50034, Telangana, INDIA, you are required, as a condition of your employment, to acknowledge and comply with the terms and conditions herein.

1. **CONDITIONS OF HIRE:** Your appointment with the Company is subject to the following pre-conditions. TheCompany may rescind its offer or terminate you without notice if you fail to meet any of these conditions.

* 1. You are legally permitted to work in India, and you maintain that status throughout your

employment term.

* 1. All the information and documentation furnished by you in your employment application or

during the selection process is complete and correct.

* 1. You have to clear reference and background checks including criminal, education and employment history.
  2. You submit relevant documents as mandated by the Company.
  3. You obtain requisite certifications/degrees or complete mandated courses which are the basis

for offering you employment with the Company.

* 1. You obtain a clear discharge and/or relieving letter from your most recent employer prior to your date of joining. If you are unable to provide a relieving letter from your most recent employer, the Company will require you to provide an acceptance of resignation letter signed by your previous employer. The Company may, on a case by case basis, require those without a relieving letter to join after signing an Indemnity Bond.
  2. You are medically fit to carry out the duties expected of you by the Company. You are not indulging in substance abuse.

1. **EMPLOYMENT & TERM:** The term of your employment with the Company shall be deemed to have begun fromyour date of joining and shall continue until terminated by either you or the Company in accordance with theCompany’s Separation Policy.

1. **DUTIES & RESPONSIBILITIES:** You shall devote all of your skill, knowledge and working time to the conscientiousperformance of your duties and responsibilities towards the Company. You shall perform your duties with efficiency, diligence, high standard of integrity, care and discretion. You shall comply with all directions given to you by your reporting manager and shall faithfully observe all rules, regulations and Company policies.

1. **WORK-RELATED TRAVEL:** You may be required to work from other offices of the Company and/or client sites,within or outside of India, depending on the business needs of the Company. Approved business travel is reimbursed as per Company policy.

1. **WORKING HOURS:** You are required to work the Company’s standard working hours, which may vary over timebased on the needs of the project, deliverable schedules, etc. You will be expected to work extra hours to meet the requirements of your position whenever the job so requires.

1. **DESIGNATION:** Your initial designation is specified in your Employment Offer Letter. Your designation, role andresponsibilities may be changed at the discretion of the Company depending on the work assigned to you.

1. **COMPENSATION:** Details of your cost to company (CTC) including statutory benefits are provided in Annexure1 to your Employment Offer Letter. Your individual remuneration is strictly between yourself and the Company and it should be treated as personal and strictly confidential.

1. **PROBATION & CONFIRMATION:** You will be on probation until the successful completion of the probationaryperiod is confirmed in writing. The probation period is three (3) months, unless otherwise stated in yourEmployment Offer Letter. Your probation may be extended at your manager’s discretion.

1. **NOTICE PERIOD FOR TERMINATION OF EMPLOYMENT:** During the probationary period, either you or theCompany may terminate your service by giving fifteen (15) days written notice or gross salary in lieu thereof.

Upon confirmation, the notice period is one (1) month by either side or gross salary in lieu of notice period. The Company may at its sole discretion reject salary in lieu of notice and require you to serve your notice period in full to meet the business needs.

You shall not be deemed to have been relieved of your services except upon issue of a Relieving Letter by the Company to that effect. Employees, including those in their probationary period, who leave without serving their full notice period, if required by the Company, shall be deemed to have absconded and will not be issued a Relieving Letter or Service Certificate and the Company reserves the right to recover gross salary in lieu of notice period.

The Company expects employees to maintain the highest standards of professional conduct at all times. In the event of a breach of the Company’s Code of Conduct & Ethics, non-performance of a contractual obligation of the terms and conditions laid down in this Agreement, or if you engage in any gross misconduct whether or not in connection with or affecting the business or affairs of the Company, you will be subject to disciplinary action up to and including termination of your employment without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

1. **PRE-EXISTING AGREEMENTS OR ARRANGEMENTS:** You will disclose to the Company any pre-existingagreements that may constitute a conflict of interest to the Company. You will abide by all restrictions or obligations that are contained in any such pre-existing agreements regarding confidential information or intellectual property obtained by you prior to joining the Company. You further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers is inconsistent with your acceptance of the Company’s offer of employment.

1. **PROCEEDINGS:** You represent and warrant that you have no criminal claims, actions, suits, judgements orproceedings against yourself which might reasonably be expected to have an adverse effect on your ability to perform your duties for the Company. You represent that you have not been involved in any fraud, unethical and/or immoral acts in your previous employment(s) and/or been part of any pending investigation which you have not disclosed to the Company prior to joining.

1. **CONFLICT OF INTEREST & NON-COMPETE:** Your employment with the Company is full-time and while soemployed, you will engage yourself exclusively in the work assigned by the Company and you will not:

* 1. Undertake any full-or-part-time employment, operate or manage a business, or serve on the board of directors/advisors of any company without prior authorization of the Company;

* 1. Engage or communicate with a competitor of the Company;

* 1. Receive or accept a payment of any kind or gifts other than of nominal value (e.g., pens, sweets)

from vendors, clients or suppliers having or intending to do business with the Company; or

* 1. Directly or indirectly engage in any business activity similar in nature to any business conducted or planned by the Company, whether or not for compensation.

1. **NON-SOLICIT:** During the term of your employment with the Company and for twelve (12) months after thecessation of employment regardless of reason, you will not:

* 1. Directly or indirectly, on your own behalf or on behalf of any person or legal entity, recruit, hire, solicit, induce, or encourage any employee of the Company to terminate their employment relationship with the Company;
  2. Directly or indirectly, on your own behalf or on behalf of any person or legal entity, solicit or attempt to solicit business or provide services similar to those provided by the Company to its current or prospective clients;

1. **CONFIDENTIALITY:** You acknowledge that, by virtue of your employment, you will acquire and be exposed to,have access to, make use of and/or create **Confidential Information**. Confidential Information shall mean and include any information not generally known to the public, in any form, and includes, but is not limited to, proprietary, confidential, sensitive, personal information about inventions, products, methods, designs, techniques, know-how, trade secrets, systems, processes, strategies, software programs, software code, data, content, intellectual property, intellectual property rights, plans, programs, customer information, customer lists, employee lists, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, forecasts, financial information, proposals, intellectual property, and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat as confidential regardless as to whether such information is in written form or electronic form or disclosed orally.

All Confidential Information shall remain the sole and exclusive property of the

Company. You agree and confirm that, you will, at all times:

* 1. Maintain in confidence all such Confidential Information and will not use such Confidential

Information other than as necessary to carry out the purpose for which it was shared with you;

* 1. Prevent the unauthorized use, dissemination or publication of such Confidential Information;

* 1. Not disclose, divulge, display, publish or disseminate any such Confidential Information to any person without prior written consent, especially to those persons in the same business or in direct or indirect competition with the Company;

* 1. Not copy or reproduce any such Confidential Information except as is reasonably necessary for

the purpose for which is was shared with you;

* 1. Not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third-party or in a manner that is directly or indirectly detrimental to the Company;

* 1. Maintain the confidentiality of all price sensitive information, including the Company’s license and

maintenance fees charged to clients, and handle such information on a strict need-to-know basis;

* 1. Neither obtain nor claim any ownership interest in any knowledge or information obtained

from such Confidential Information;

* 1. Not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or clients; and

* 1. Notify the Company if you are served with a court or governmental order requiring disclosure of any part of such Confidential Information. You will, unless prohibited by law, cooperate fully with the Company and its legal counsel to oppose the disclosure of any Confidential Information.

1. **THIRD-PARTY CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY RIGHTS:** You agree that during youremployment, you shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of the Company. If you were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and the Company becomes the subject of any claim from a third-party regarding such unauthorized use or disclosure, you agree to hold harmless and indemnify the Company for any legal defence costs and/or damages related to any such claim.

1. **INTELLECTUAL PROPERTY:** Means the ideas, concepts and works of authorship created by you or otheremployees, whether in the form of a patented invention, know-how, trademarks, computer software, databases, algorithms, trade secrets, proprietary processes, logos, designs, marketing materials, financial information, etc. in any form (e.g., paper or any other tangible or electronic medium by which information may be stored or accessed and human memory). As a condition and in consideration of your employment and the compensation you receive from the Company for such employment, you agree to the following terms and conditions:
   1. You acknowledge that during your employment you will have access to Intellectual Property owned by the Company. You agree that the Company owns all rights, title and interest in and to all Intellectual Property in perpetuity and the rights shall not lapse.
   2. All services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third-party asserts an ownership interest or Intellectual Property Right. You will indemnify the Company if it is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party;

* 1. You agree that all Intellectual Property is deemed as made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all Intellectual Property Rights therein vest automatically to the Company upon creation of the works. You agree that, to the extent any work is held not to be a work made for hire, you hereby irrevocably assign all Intellectual Property Rights in the work to the Company. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, you agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Company exercises its rights as the assignee for any period of time;

* 1. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to collectively as “Moral Rights”. Moral rights are personal rights that connect the creator of a work to their work. If you are deemed under applicable law to retain any rights in any works, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the work, without identifying you or seeking your consent;

* 1. You will at all times, even after termination of your employment, do whatever the Company reasonably requests of you, at the Company’s expense, to document the assignment of any works to the Company or to assist the Company in pursuing, renewing, extending or assigning any Intellectual Property Rights, and otherwise perfecting, protecting and enforcing said Intellectual Property Rights in, any works. You agree that, as between you and the Company, the Company shall be the sole author, inventor, and owner of all such works and Intellectual Property Rights therein throughout the world, and that the Company shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof;

* 1. You will assign all your rights, title and interest in and to any particular Company-related Intellectual Property to a third party if directed by the Company in writing;

* 1. During a twelve (12) month period after termination of your employment, you agree that any Intellectual Property you create or conceive that results from and is related to any work assigned to or performed by you for the Company, or that was created using Scintilla property, is a work that is subject to Paragraph 16(C); and
  2. You agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all works developed by you during the period of your employment with the Company, which records shall be available to and remain the sole property of the Company at all times.

1. **SYSTEMS ACCESS & ELECTRONIC COMMUNICATIONS:** You understand that while employed with theCompany, you will use and have access to systems that the Company owns, licenses and/or approves for use, including but not limited to, e-mail, local area network, wide area network, intranet, internet, collaborative tools, laptops and desktop computers, telephones, other and tools.

* 1. You acknowledge that the Company has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose your electronic communications (e.g., text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the systems) and information from (or about) you and the content, without notice to you, and that such electronic communications are considered part of the Company’s business records and are not to be considered private or personal to you.

You further acknowledge that this right extends to electronic communications transmitted for either a business or personal purpose.

* 1. You agree that you are authorized to access the systems only for approved business purposes and occasional personal use if such use does not interfere with your work responsibilities and other required business activities, business operations, or system performance. However, you also acknowledge that such occasional personal use does not create an expectation of privacy as to any of your personal electronic communications and, as such, they are the Company’s property.

* 1. You further acknowledge that you are not authorized to use the Company’s systems for personal gain or any illegal or unethical use. You agree that under no circumstances are you authorized to access any of the systems for obtaining Company property for a competitor, transmitting Company

property to yourself (e.g., e-mailing Confidential Information to your personal e-mail address) or to

a third-party for purposes other than furthering the business objectives of the

Company. You are not authorized to download the Company’s Confidential Information or other

Company property to removable media such as a disk, pen drive or external hard drive other than as authorized for furthering the business objectives of the Company.

1. **AUTHORIZATION:** Unless specifically authorized by the Company in writing, you will not sign any contract oragreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority or exceed the authority or discretion vested in you without the prior approval of the Company.

1. **SECURITY:** You are always required to display your identity card to the appropriate security personnel on demand and during work hours.

1. **LEAVE, MATERNITY & PATERNITY BENEFITS:** You will accrue leave for each month of work completed thatmay be used for vacation, illness, appointments, emergencies, or other situations that require time off from work. Female employees are eligible for maternity benefits in accordance with the provisions of The Maternity Benefit Act, 1961 as amended by Act 6 of 2017, including twenty-six (26) weeks of paid maternity leave. Male employees are eligible for paternity benefits.

Details, applicability and restrictions for all types of leave is found in the Company’s Leave Policy, which is subject to change.

Any leave days taken during probation beyond what has been accrued will be a loss of pay. The Company does not allow probationers to carry a negative leave balance.

1. **RETIREMENT:** You shall retire from employment with the Company on the last day of the month in which youcomplete sixty (60) years of age, based on the Company’s record.

1. **CHANGE IN INFORMATION:** You shall keep the Company informed regarding any changes in your personalinformation such as residential address, name, etc.

1. **COMPANY ASSETS:** You will be issued a Company laptop for work purposes only. You will beliable to reimburse the Company for any repair or replacement costs due to any negligence on your part for your laptop and/or any other Company assets that you damage, destroy or lose. Laptops should never be left unattended in a vehicle, whether locked or not. If your laptop is stolen due to any negligence on your part, you will be subject to disciplinary action under the Disciplinary Policy, which may include reimbursement and/or termination, due to the sensitive and confidential information that may be stored on a laptop.

1. **TRAINING:** During your employment, the Company may pay for you to obtain specialized training orcertifications. Depending on the cost, duration and nature of the training/certification, the Company may require you to serve a minimum term of employment with the Company post the training/certification. Failing to do so will require you to reimburse the Company for the cost of the training.

1. **UNAUTHORIZED ABSENCE:** If you are absent for a continuous period of two (2) days without priorauthorization, you will be deemed to have voluntarily terminated your service without notice and are subject

to the Company’s Disciplinary Policy. In such circumstances, the Company may adjust your final salary to recover the notice period and/or any dues owed to the Company.

1. **CODE OF CONDUCT & OTHER POLICIES:** The Company expects all employees to maintain the highest standardsof professional conduct at all times. A copy of the Company’s Code of Ethics and Conduct and other policies and procedures will be made available to you on your date of joining. You will be required to adhere to these, as well as to any other conditions governing your department and/or location that may be in force currently and/or which may be issued from time to time by management. You are also subject to the rules of any client of the Company that you are doing work for or where you are working from their premise.

The Company reserves the right to take disciplinary action against you, up to and including termination, for any breach of the Code of Ethics and Conduct, non-performance of a contractual obligation as detailed herein, or if you engage in any misconduct as defined in the Company’s Disciplinary Policy.

1. **HARASSMENT:** The Company is committed to providing a working environment that is free from harassmentbased on caste, place of birth, race, religion, creed, colour, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian National, State or Local law. Expressly forbidden is any unwelcome behaviour, or pattern of conduct, that would cause discomfort and/or humiliate a person at whom the behaviour or conduct was directed. Sexual harassment including unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature is also expressly forbidden. The Company’s policies on harassment will be made available to you post-joining.

1. **MEDIA:** Unless specifically authorized to do so, you are not allowed to comment to the media/press regardingCompany matters or post on social media. Any such requests should be forwarded to the Company. You shall not use the name and/or trademark/logo of the Company in any media whether print, audio, visual, electronic, etc. without prior written consent of the Company. Professional articles require prior written consent of the Company before publication.

1. **NON-DISPARAGEMENT:** During the term of your employment with the Company and at all times thereafter,you will not make any false, defamatory or disparaging statements about the Company, or its employees, officers or directors that are reasonably likely to cause damage to the Company or person. This includes posts on any social media or third-party sites such as Glassdoor.

1. **ANTI-BRIBERY & ANTI-CORRUPTION:** You agree to comply with all laws, ordinances and regulations applicablein relation to your employment with the Company including but not limited to the anti-corruption and anti-bribery laws including the Prevention of Corruption Act, 1988 of India and the Foreign Corrupt Practices Act, 1977 of the United States, and any other such laws in countries where the Company does business. You represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company’s business.

1. **SENSITIVE PERSONAL DATA OR INFORMATION (SPDI):** You acknowledge and provide your consent for use ofSPDI to the Company. The Company may share your SPDI or that of your dependents, where applicable, with third parties for purposes deemed appropriate by the Company. You agree to treat any SPDI to which you have access in the course of your employment strictly in accordance with Company policies. You agree to use any SPDI only in connection with and to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing materials, videos, social media posts, etc.

1. **POST EMPLOYMENT OBLIGATIONS:** Upon cessation of your employment with the Company, whether bytermination/resignation/retirement, you will immediately return all of the Company's or its client’s

Confidential Information, correspondence, tools, assets, accessories, formulae, documents, specifications, market research, proposals, books, etc. in your custody or care. You will not make or retain any copies of these items. The Company shall pay final dues to you only after clearances have been obtained. You acknowledge that the Company reserves the right to adjust your full and final settlement for any property not returned or to use available legal remedies to recover the assets or any other amount due to the Company. The Company may require you to sign appropriate termination of employment documents or other documents without additional compensation.

1. **INDEMNITY:** You will indemnify and keep indemnified the Company, its directors, officers and employeesfrom and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third-party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Agreement and/or arising from your failure to comply to any statute or enactment(s).

1. **DISPUTE RESOLUTION/GOVERNING LAW:** You and the Company hereby agree that they will, at all times, actin good faith, and make all attempts to resolve all differences/disputes arising out of or in connection with the is Agreement by discussion. If within 15 (fifteen) days of the commencement of the discussion the dispute is not resolved, the dispute shall be referred to arbitration, provided that: (arbitration shall be conducted in accordance with the provisions of the Arbitration Act; (ii) there shall be a single arbitrator appointed; (iii) the you and the Company agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of Law, except as may be provided under the Arbitration act; and (iv) all hearing shall be held in Hyderabad in English.

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the Laws of

India. Any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (“Proceedings”), you and the Company submit to the exclusive jurisdiction of courts in Hyderabad,India only and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

1. **MODIFICATONS:** You agree that your obligations hereunder may not be changed or modified, released,discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an authorized signatory of the Company.

1. **SEVERABILITY:** The provisions of this Agreement may be enforced legally. If any of the provisions herein aredeclared or found to be invalid, void, illegal or unenforceable, for any reason, such provision will be enforced to the maximum extent permitted by law. The remaining provisions shall continue in full force and effect.

1. **WAIVER:** None of your obligations under this Agreement shall be deemed to have been waived by the Companyexcept if the giving of such waiver is contained in a written notice by an authorized person and given to you. No such waiver shall be deemed to be a waiver of any other or further obligations you have under this Agreement.

1. **ENTIRE AGREEMENT:** You confirm that the Employment Offer Letter, together with its annexures, constitutethe entire agreement between you and the Company and they supersede all other previous or contemporaneous oral or written representations, understandings or agreements relating to your offer of employment and the terms and conditions of employment.

1. **TRANSFER & ASSIGNMENT:** Unless the Company shall otherwise determine, the rights, obligations and benefitsof the Company under this Agreement may be transferred and assigned, in whole or in part (as the Company shall determine) without the need for your consent or the formality of documentation or prescribed processes, to any entity that acquires all or a part of the assets or business of the Company. All provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors,

and assigns of you and the Company. None of your duties or obligations under this Employment

Agreement may be assigned or transferred by you to any other person or entity without the Company’s prior written approval. Any purported assignments in violation of this provision shall be null and void.

1. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not affect inany way the meaning or interpretation thereof.

**For Scintilla Financial Advisory & Technology Services Private Limited**

**Acceptance**

Effective as of **April 28, 2019,** I accept all the terms and conditions of the Company as stipulated in this Employment Agreement.

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