

June 26<sup>th</sup> , 2019

**STRICTLY PRIVATE & CONFIDENTIAL**

**Souvik Dey,**  
37, Gokulpur PO,  
Kataganj District  
Nadia, WB - 741250

Dear Souvik,

We are pleased to welcome you to the organization of Esko-Graphics India Pvt. Ltd. Where appropriate and applicable, the term “**Company**” refers to Esko-Graphics India Pvt. Ltd, and any of its related, associated or affiliated companies.

This offer confirms that your application for employment has been accepted under the following conditions, with other general terms and conditions of employment and supplementary benefits outlined in the Employee’s Handbook, which is available at <http://eskoplanet.esko-graphics.com>. All these constitute part of the “Agreement of Employment”, which may change from time to time according to the needs of the Company. We are confident that upon acceptance of our offer, you will assimilate into our environment and be challenged by the opportunities available.

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|----|--|---|
| 1. | <b>Job Title, Reporting Channel &amp; Duties</b> | Your position is <b>Software Engineer</b> and you shall report to <b>Team Leader</b> . However, the Company shall have the right, at its sole discretion, to modify your position, reporting and organizational structure as may be reasonably necessary to respond to changing business needs. You shall carry out such duties and do such work as may be specified by the Company from time to time in keeping with your position.              |
| 2. | <b>Commencement Date</b>                         |   |
| 3. | <b>Employment Medical Examination</b>            | This offer of employment is further subject your consent to a medical examination to be conducted at our Company approved hospital/clinic within one month of you joining. Your medical condition/ report will be documented in the employee records.   |
| 4. | <b>Compensation</b>                              | <b>INR 8,00,000/-</b><br>(Please refer to the Annexure-1 for the CTC details.)  |
| 5. | <b>Retiral Benefits</b>                          | You will be entitled to Provident Fund (“PF”) and Gratuity, as applicable under law. The Company will make a deduction of such percentage of your then applicable basic salary, as may be statutorily provided for and contribute an equal amount towards PF, as applicable.  |
| 6. | <b>Performance Bonus</b>                         | You are entitled to a variable performance Incentive of <b>0 – 1 month’s</b> of your then applicable fixed salary (or pro-rated for the first incomplete year of service), the quantum of which is subject to both individual and Company performances during the review period of Jan 1 <sup>st</sup> – Dec 31 <sup>st</sup> . For details on performance bonus, please refer to the “Variable Performance Pay” policy in the Employee Handbook. |
| 7. | <b>Bonus &amp; Salary Review Period</b>          | The variable performance bonus and annual salary reviews are normally conducted in March for each calendar year, subject to the Company’s policies. Such review may neither contractually nor necessarily constitute/result in an   |

increase in salary or bonus payments as these are subject to both Company and individual performances. For details on salary review, please refer to the "Salary Review" policy in the Employee Handbook.

8. **Place of Employment** Upon your commencement, you shall be based at Esko-Graphics India Pvt. Ltd., Esteem Towers, 71, Railway Parallel Road, Kumarapark West, Bangalore 560 020, India. However, the Company shall have the right, at its sole discretion, to assign you to other tasks, to change the location of the place of work, and to transfer your services to any place in the country or abroad or to any of its associated subsidiaries, whether existing or acquired later on, as may be reasonably necessary to respond to changing business needs.
9. **Probation** You shall be on probation for a period of **three** months, which can be extended further if your performance/conduct is not satisfactory, at the sole discretion of the Company. You shall continue to be on probation until your employment is confirmed in writing by the Company.
10. **Training Bond** To enable you to be sufficiently equipped with the technical knowledge for this position, you may be sent for an overseas training assignment. Duration of the bond shall not be more than one (1) year upon return from overseas training. A separate agreement shall be given to you if and when this bond takes effect.

By accepting our employment offer, it shall be deemed that you are made aware of this clause and are agreeable to serving the training bond.
11. **Notice of Termination** This Agreement of Employment can be terminated by either you or the Company by giving 15 days notice during the probation period or 90 days notice after confirmation or by paying your then applicable total compensation in lieu of the notice period. Any partial waiver of the full notice period and/or deduction of basic salary in-lieu of such notice must be agreed upon by both the Company and you.

However, at the time of leaving you will ensure that all your on-going activities are successfully completed, to the satisfaction of your reporting manager.
12. **Dismissal** The Company reserves the right to terminate immediately this Agreement of Employment without notice and having to make any payment in lieu of notice on the grounds of material breach by you of the terms of your Agreement of Employment, which include inter alia, breach of confidentiality, conflict of interest of employment, abandonment of employment, misrepresentation of qualifications or falsification of employment application, etc. Please refer to the Employee's Handbook for specific details and list of such activities which could warrant immediate dismissal.
13. **Abandonment** Absence from work for a continuous period of ten (10) days (including absence upon leave though applied for but not granted) or when overstayed for a period of eight (8) days after expiry of sanctioned leave, shall, at the discretion of the Company, make you lose your lien on the job and your employment shall automatically come to an end without any notice or intimation, unless intimated otherwise by the Company.
14. **Retirement** You will retire from the employment of the Company on attaining retirement age, as set out in the Employee's Handbook.
15. **Full-Time** You shall, during your employment with the Company, devote the whole of your

- Employment** time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service, other than company's business and service, unless with prior written permission of the company.
16. **Non-Disclosure of Trade Secrets, Proprietary and Confidential Information** You shall not during the continuance of your employment or anytime after its termination disclose, impart or transfer information in any form, to any person or company, any aspect of the Company's trade secrets, confidential operations, processes, dealings or any information concerning the personnel, organization, business, finance, transactions or affairs of the Company, which may place the Company in any form of business risk, particularly in the hands of competitors, business partners or general public.  
You shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business.
- In the context of your own remuneration, this is purely a matter between yourself, your reporting manager and the Human Resources department of the Company. It has been arrived at on the basis of your specific background and professional merit. We expect you to maintain this information and any future changes as strictly personal and confidential. Discussion amongst colleagues is thus prohibited and disciplinary action shall be taken against employees who breach this practice.
17. **Company's Patents, Trademarks, Copyrights & Innovations** All works and information, including technical and non-technical information in whatever form, which are vital to the success of the Company, undertaken or developed with your involvement including modifications, improvisations in the form of programs, software codes/algorithms, policies, studies, reports, manuals, products etc., and carried out for the Company, shall be the sole and exclusive property of the Company and you shall not have any claims on the same. This includes, without limitation, all patents, trademarks, copyrights and innovations of the Company in connection with which you may or may not have undertaken directly or indirectly any work.
- In relation to your works as described above, you also agree to disclose the same promptly and fully to the Company, and duly document the same. Further, you hereby assign to the Company, all of your rights, title and interest therein, which by their nature may vest in you.
18. **Non-Compete** You shall not, in consideration of you employment by the Company, the amounts paid to you during the term of your employment, and the nature of the work you have been involved in during your employment, the sufficiency whereof you hereby acknowledge and shall not call into question in future, during the course of your employment with the Company and for a period of one (1) year after the termination of you employment, directly or indirectly compete with the Company's line of business or promote any activities which compete with the Company's line of business.
19. **Non-Solicitation** You shall not for a period of one (1) year after the termination of your employment, without the prior written consent of the Company, engage, solicit, hire or assist in the engagement, solicitation or hiring of any employees of the Company.
20. **Conflict of Interest** a) You shall not at any time during your employment with the Company, either directly or indirectly (except in the specific instance of prior written consent from the Company), engage or interest yourself, whether for reward or

gratuitously, in any work or business other than that relating to your duties in the Company, or undertake any office, notwithstanding that such outside business may not interfere with the performance of your duties in the Company.

- b) You shall devote the whole of your time and attention to the performance of your duties in the Company and attend at the premises where you may be from time to time be posted to, on such days including, if the exigencies of work so require, and subject to applicable law, Saturday/Sundays and Public Holidays and at such hours as may be required.

21. **General Code of Conduct** The Company takes a firm stand on a broad range of issues that could either bring the Company to disrepute through improper business ethics, place a fellow colleague in unnecessary risk or danger, or any other act that is detrimental to the Company's interest. Such improper business ethics include but are not restricted to soliciting, offering or receiving gifts/kickbacks/or other benefits from customers, etc., whether for personal or for the Company's benefit.
22. **Compliance Training (Web based)** You shall be required to comply with and complete Danaher's compliance on-line training modules for which you will be given access via a personal password. By accepting this offer of employment, you are obliged to comply with and complete these modules, which determine that you have understood and will comply with the company's strict stance on compliance practices and business conduct. Gross misconduct and wilful non-compliance can lead to employment dismissal.
- In the meantime, prior to the completion of these modules, attached is Danaher's Standards of Conduct (SOC) in pdf copy. Kindly read the attached and acknowledge receipt of it by signing on the last page of the booklet and returning it to the HR Dept, as an acknowledgement of your understanding and acceptance of the Company's SOC.
23. **Return of Company Assets and Materials** Upon termination of employment with the Company, all forms of Company entrusted assets/materials, sensitive business and/or product information, software, marketing collaterals, credit and insurance cards, etc. shall be forthwith surrendered to the Company.
24. **Business Travel Policies** The business travel policies are outlined in the Employee's Handbook. You are further subject to the Esko Asia Pacific Travel Policies available at <http://eskoplanet.esko-graphics.com> (available upon joining).
25. **Personal Income Tax** You shall be responsible for your own tax filing and payment of all personal taxes accrued. The company bears no liability on your personal tax situation.
26. **Legal Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of India.
27. **Educational & Employment Background Screening** Your appointment is based upon the information provided by you. If any information provided proves to be false or if you are found to have willfully suppressed or falsified any material information in your resume or the application form for background screening, your employment services may be terminated with immediate effect not withstanding any other terms of your employment and/or the fact that you may have already commenced employment. The prospect of termination shall be subject to the gravity of the falsification.

28. **Other Terms & Conditions** More comprehensive details of the terms and conditions of employment and benefits can be found in the Employee's Handbook. The Company reserves the right to modify this Agreement of Employment and/or the Employee Hand Book, including the Esko India and Asia Pacific Travel Policies set out therein, from time to time, in such manner as it deems fit and the amended version thereof shall be binding on you. In event of circumstances or issues not specifically covered by this Agreement of Employment and/or Employee's Handbook, the Company reserves the right to negotiate any points in contention and to decide in the best interests of parties concerned.

You are requested to bring along and submit the following documents at the time of joining:

- a) Passport photograph;
- b) Identification proof. such as passport (mandatory), PAN card (mandatory), driver's license etc.;
- c) Copies of all relieving and experience (previous and current) certificates;
- d) Copies of all educational certificates and birth certificate/proof of date of birth;
- e) Copies of last pay slip or certificate of last salary drawn; and
- f) Fitness certificate from the Company approved hospital/clinic.

Kindly signify your acceptance of this offer of employment by signing the certificate set out herein below and each page of the duplicate of this letter and the Annexure and returning the same to us within seven (7) days from date hereof. In event you fail to join on the agreed commencement date as stipulated in Clause (2), this employment offer shall be invalidated.

Should you require further clarification or information, please feel free to contact any one of the interviewers or the Company's Human Resources Department.

Yours sincerely,

**For ESKO-GRAPHICS INDIA PRIVATE LIMITED.**

**Sanjini Menon**  
**Human Resources Manager, India**

**(TO BE COMPLETED BY CANDIDATE ACCEPTING EMPLOYMENT OFFER)**

I \_\_\_\_\_ have read and understood the terms and conditions of employment as offered by the Company. I hereby accept this offer of employment and agree to abide by the above terms and conditions and all other Company policies and practices. I agree to commence employment on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Acceptance Date

**COMPENSATION BREAK – UP****(Annexure-1)**

	<b>Souvik Dey</b>			
	<b>Salary structure</b>	<b>2018-20</b>		
	<b>Fixed Salary</b>	<b>61,558.00</b>	<b>7,38,690</b>	
	<b>Variable Pay</b>	<b>5,109.00</b>	<b>61,310</b>	
	<b>Cost to the Company</b>	<b>66,667.00</b>	<b>8,00,000</b>	
	<b>Thru payroll</b>	<b>Per month</b>	<b>Per annum</b>	
	<b>Basic Salary</b>	<b>24,623</b>	<b>2,95,476</b>	
	<b>H R A</b>	<b>9,849</b>	<b>1,18,188</b>	
	<b>Variable Pay</b>	<b>5,109</b>	<b>61,308</b>	
	<b>Provident Fund contribution</b>	<b>2,955</b>	<b>35,460</b>	
	<b>Conveyance Allowance</b>	<b>1,600</b>	<b>19,200</b>	
	<b>Children Education Allowance</b>	<b>-</b>	<b>-</b>	
	<b>Children Hostel Expenditure</b>	<b>-</b>	<b>-</b>	
	<b>Special Allowance</b>	<b>22,531</b>	<b>2,70,372</b>	
	<b>Total thru payroll</b>	<b>66,667</b>	<b>8,00,000</b>	