



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana
CIN: U74999TG2016FTC110806
GSTIN: 36AAGCG4928EIZM
Email: BobG@fmssolutions.com Contact No. +91 9100127773

March 17th 2018,

Dear Srinivasa Rao Tummala,

Growing Retail Excellence And Technology Pvt. Ltd is pleased to offer you the position of **Technical Lead**. You will initially report to **Dinar Dhond** and, or, any other person as decided by the Growing Retail Excellence And Technology Pvt. Ltd from time to time. You will be based in Hyderabad or any other place/city within India or outside India as decided by Growing Retail Excellence And Technology Pvt. Ltd from time to time.

You need to send the acceptance of the offer and provide me joining date on or before **March 26th 2018**. Otherwise, the offer is treated as void.

Your employment shall commence with effect from **March 26th 2018** or your actual date of joining. In the event you fail to join on or before **March 26th 2018** this contract shall stand terminated unless extended at the sole discretion of Growing Retail Excellence And Technology Pvt. Ltd. You must treat the details of this offer with utmost confidentiality.

Growing Retail Excellence And Technology Pvt. Ltd has extended this offer to you based upon your general knowledge, experience, skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other Growing Retail Excellence And Technology Pvt. Ltd specific information. As a condition of employment with Growing Retail Excellence And Technology Pvt. Ltd you will be expected to sign a Non-Disclosure Agreement ("NDA") in which you agree not to disclose or use confidential or proprietary information or trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Growing Retail Excellence And Technology Pvt. Ltd any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

The terms and conditions of your employment with Growing Retail Excellence And Technology Pvt. Ltd are as follows:

A. COMPENSATION

1. Salary: Your annual base salary will be **INR 1,650,000(Sixteen Lakh fifty thousand only)** per annum, payable monthly in arrears. The breakup of salary is mentioned in **SCHEDULE B**.

Your next revision of base salary will be in accordance with the merit review cycle of Growing Retail Excellence And Technology Pvt. Ltd at the sole discretion of Growing Retail Excellence And Technology Pvt. Ltd. The performance reviews occur once a year and includes eligibility to receive merit increase opportunity and option awards.

B. PROBATION & CONFIRMATION.

You will be in the probation for the period of **6 months**, during which your performance will be reviewed periodically. On completion of your probationary period and based on your performance outcome, the management may at its sole discretion confirm your services or extend the period of probation as deemed fit.



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

C. OTHER ENTITLEMENTS

Your other entitlements, as may be determined by the Growing Retail Excellence and Technology Pvt. Ltd Policy, for the time being in force are as follows:

1. Leave

You are entitled to leave benefits during your employment with the company. Annual eligibility of Earned leave will depend on the length of service of the associate. Associates are also entitled to sick leave and a female Associate shall also be entitled to Maternity Leave and benefits. Detailed terms and conditions relating to leave eligibility is provided as relevant policies on the internet. All these policies are subject to change and you abide by the update policies.

2. Leave after resignation/during Notice Period: Any leave taken during notice period will be treated as LOP.

All the above entitlements shall be provided in accordance with Growing Retail Excellence And Technology Pvt. Ltd policy in this regard and at the sole discretion of the Growing Retail Excellence And Technology Pvt. Ltd

D. TERMINATION

1. During Probation Period

The employment will be terminated without any notice or pay, if the performance is not satisfactory during probation period.

2. At Will

If you wish to leave the organization, you need to serve 60 days' notice or payment of equivalent salary in lieu thereof. If you wish to avail leave during the notice period, your notice period will get extended in proportion to the number of leaves availed during the notice period

Employer will have to pay 60 days salary in case they want the employee to leave except in case of termination due to poor performance mentioned in clause # 3 below.

3. Breach or Misconduct or Performance

Notwithstanding anything herein, the Growing Retail Excellence And Technology Pvt. Ltd shall be entitled to terminate this employment agreement, without notice, in the event you are found to have engaged in: (i) any act of misconduct or negligence in the discharge of your duties or in the conduct of the Growing Retail Excellence And Technology Pvt. Ltd business; (ii) any other act or omission, inconsistent with your duties; (iii) any breach of this employment agreement, the NDA or the Growing Retail Excellence And Technology Pvt. Ltd Policy; and, or, (iv) unauthorized absence beyond a period of three (3) days; (v) Continued Poor performance.



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

4. Background Verification

During the background verification, any of the details furnished during the appointment are found incorrect then employment will be terminated without notice and without pay.

E. MISCELLANEOUS

1. Working Hours

The normal working hours are from 9 a.m. to 6 p.m. each day Monday to Friday, including one (1) hour lunch break. Growing Retail Excellence And Technology Pvt. Ltd shall be free to amend and stagger the working hours in accordance with business requirements. You will be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

In terms of your employment with Growing Retail Excellence And Technology Pvt. Ltd, any amount payable by Growing Retail Excellence And Technology Pvt. Ltd to you towards compensation, salary, allowances and/or any other payment such as joining bonus and compensation for notice period of the earlier organization shall be subject to deduction of withholding taxes under applicable law. Growing Retail Excellence And Technology Pvt. Ltd reserves the right to pass through FBT and/or any other employee related taxes that May be introduced under the applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost.

3. Employee Non-Disclosure Agreement

You shall enter into an employee Non-Disclosure Agreement ("NDA") as enclosed and shall be bound by all the terms and conditions contained therein.

4. Governing Laws

This contract shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this contract shall not affect the binding effect of the rest of the contract.



**Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana**

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing on each page of the offer letter and NDA and returning a copy of both the documents to Growing Retail Excellence And Technology Pvt. Ltd on or before your date of joining. This contract shall be concluded and effective only on you delivering a signed copy of this letter and the NDA to us.

Yours Sincerely,
For Growing Retail Excellence and Technology Pvt. Ltd

**Robert Graybill
Director**



ACCEPTED

Name

Signature & Date



**Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana**

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

SCHEDULE A

Growing Retail Excellence and Technology Pvt. Ltd

1. **General.** As an employee of Growing Retail Excellence And Technology Pvt. Ltd incorporated under the Companies Act, 1956, and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of Growing Retail Excellence And Technology Pvt. Ltd. During my employment, I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a Growing Retail Excellence And Technology Pvt. Ltd traded on a registered stock exchange), that (a) conflicts with Growing Retail Excellence And Technology Pvt. Ltd business interests, including without limitation, any business activities not contemplated by this Non-Disclosure Agreement (hereinafter also referred to as "**this Agreement**"), (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at Growing Retail Excellence And Technology Pvt. Ltd, or (c) interferes with the independent exercise of my judgment in Growing Retail Excellence And Technology Pvt. Ltd.'s best interests. As used herein, Growing Retail Excellence And Technology Pvt. Ltd business means the development, marketing and support of software for business and professional use, including operating systems, languages and application programs as well as books and hardware for the microcomputer marketplace.
2. **Recognition of Absolute Ownership.** That I do hereby recognize and admit that Growing Retail Excellence And Technology Pvt. Ltd is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Growing Retail Excellence And Technology Pvt. Ltd, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place used by me in the course of my employment with Growing Retail Excellence And Technology Pvt. Ltd.

I agree that I shall not in any manner whatsoever, represent and/ or claim that I have any interest by way of ownership, assignment or otherwise in the same. In this Agreement, all confidential and/ or proprietary information belonging to and/ or in possession of Growing Retail Excellence And Technology Pvt. Ltd, which is received, accessed, and/ or used by me, during the course of my employment with Growing

Retail Excellence And Technology Pvt. Ltd, shall include without limitation, such information received from Growing Retail Excellence And Technology Pvt. Ltd Corporation, USA (the holding Growing Retail Excellence And Technology Pvt. Ltd of Growing Retail Excellence And Technology Pvt. Ltd) and/ or any entity in which Growing Retail Excellence And Technology Pvt. Ltd



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana
CIN: U74999TG2016FTC110806
GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

Corporation, USA holds or controls more than fifty percent of the stock thereof and/ or is entitled to vote for the election of directors.

3. **Non-Disclosure.** At all times, during my employment and thereafter, I will not disclose to anyone outside Growing Retail Excellence And Technology Pvt. Ltd nor use for any purpose other than my work for Growing Retail Excellence And Technology Pvt. Ltd (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Growing Retail Excellence And Technology Pvt. Ltd, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, (b) any information Growing Retail Excellence And Technology Pvt. Ltd has received from others which Growing Retail Excellence And Technology Pvt. Ltd is obligated to treat as confidential or proprietary or (c) any confidential or proprietary information which is circulated within Growing Retail Excellence And Technology Pvt. Ltd via its internal electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside Growing Retail Excellence And Technology Pvt. Ltd except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside Growing Retail Excellence And Technology Pvt. Ltd, it may be disclosed, I will consult with my manager/managing director at Growing Retail Excellence And Technology Pvt. Ltd.
4. **Assignment of Inventions.** I hereby assign exclusively to Growing Retail Excellence And Technology Pvt. Ltd, all my right, title, and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "**Inventions**") that I, solely or jointly, may conceive, write, encode, develop, or reduce to practice during the period of time I am in the employ of Growing Retail Excellence And Technology Pvt. Ltd. I will make prompt and full disclosure to Growing Retail Excellence And Technology Pvt. Ltd of any inventions, and if for any reason the assignment pursuant to this clause is not effective, I will hold all such inventions in trust for the sole benefit of Growing Retail Excellence And Technology Pvt. Ltd. I hereby waive and quitclaim to Growing Retail Excellence And Technology Pvt. Ltd, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to Growing Retail Excellence And Technology Pvt. Ltd. My obligation to assign shall not apply to any Invention about which I can prove that:
- it was developed entirely on my own time; and
 - no equipment, supplies, facility, services, or trade secret information of Growing Retail Excellence And Technology Pvt. Ltd was used in its development; and
 - It does not relate (i) directly to the business of Growing Retail Excellence And Technology Pvt. Ltd or (ii) to the actual or demonstrably anticipated research or development of Growing Retail Excellence And Technology Pvt. Ltd; and
 - It does not result from any work performed by me for Growing Retail Excellence And Technology Pvt. Ltd.



**Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana**

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

I will assign to Growing Retail Excellence And Technology Pvt. Ltd or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between Growing Retail Excellence And Technology Pvt. Ltd and the United States or any of its agencies.

5. **Excluded and Licensed Inventions.** I have attached hereto, a list describing all Inventions belonging to me and made by me prior to my employment with Growing Retail Excellence And Technology Pvt. Ltd that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at Growing Retail Excellence And Technology Pvt. Ltd, I use in or incorporate into a Growing Retail Excellence And Technology Pvt. Ltd product, program, process, or machine, an Invention owned by me or in which I have an interest, Growing Retail Excellence And Technology Pvt. Ltd is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide and perpetual license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.
6. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, Growing Retail Excellence And Technology Pvt. Ltd is unable to secure my signature to apply for or to pursue any application for any United States, Indian or foreign patent or copyright covering Inventions assigned to Growing Retail Excellence And Technology Pvt. Ltd above, I hereby irrevocably designate and appoint Growing Retail Excellence And Technology Pvt. Ltd and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of United States, Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at Growing Retail Excellence And Technology Pvt. Ltd "s request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.
7. **Third Party Information.** I recognize that Growing Retail Excellence And Technology Pvt. Ltd has received and will receive confidential or proprietary information from third parties subject to a duty on Growing Retail Excellence And Technology Pvt. Ltd "s part, to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for Growing Retail Excellence And Technology Pvt. Ltd and consistent with Growing Retail Excellence And Technology Pvt. Ltd "s agreement with such third party. I will not use such information for the benefit of anyone other than Growing Retail Excellence And Technology Pvt. Ltd or such third party, or in any manner inconsistent with any agreement between Growing Retail Excellence And Technology Pvt. Ltd and such third party of which I am made aware.
8. **Prior Employer Information.** During my employment at Growing Retail Excellence And Technology Pvt. Ltd, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers, or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of Growing Retail Excellence And Technology Pvt. Ltd, any unpublished



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

9. **Presumption of Breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Growing Retail Excellence And Technology Pvt. Ltd, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by me.
10. **Term of Employment.** I acknowledge that my employment will be of indefinite duration and that either Growing Retail Excellence And Technology Pvt. Ltd or I will be free to terminate this employment relationship at will and at any time with or without cause and in accordance with the Employment Agreement signed by me with Growing Retail Excellence And Technology Pvt. Ltd. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said Employment Agreement signed by an officer of Growing Retail Excellence And Technology Pvt. Ltd.
11. **Return of Materials.** At the time I leave the employ of Growing Retail Excellence And Technology Pvt. Ltd, I will return to Growing Retail Excellence And Technology Pvt. Ltd, all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys; pass cards, identification cards or other property belonging to Growing Retail Excellence And Technology Pvt. Ltd.
12. **Non-Competition.** For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with the products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned, proprietary or confidential or trade secret information while employed at Growing Retail Excellence And Technology Pvt. Ltd.
13. **Non-Solicitation.** While employed at Growing Retail Excellence And Technology Pvt. Ltd and for a period of one year from the termination of my employment, I will not induce or attempt to influence directly or indirectly, any employee of Growing Retail Excellence And Technology Pvt. Ltd to terminate his employment with Growing Retail Excellence And Technology Pvt. Ltd or to work for me or any other person or entity.
14. **Personal Property.** I agree that Growing Retail Excellence And Technology Pvt. Ltd will not be responsible for loss, disappearance, or damage to personal property on Growing Retail Excellence And Technology Pvt. Ltd premises, or if applicable, on residential premises subsidized by Growing



**Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana**

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

Retail Excellence And Technology Pvt. Ltd (including apartments or temporary housing). I hereby release, discharge, and hold Growing Retail Excellence And Technology Pvt. Ltd, harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

15. **Equitable Relief.** I acknowledge that any violation by me under this Agreement, and/or any obligation of like nature, will cause irreparable injury to Growing Retail Excellence And Technology Pvt. Ltd and Growing Retail Excellence And Technology Pvt. Ltd shall be entitled to extraordinary relief in any court in India, including, but not limited to, Temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
16. **Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.
17. **Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this Agreement shall be the courts of India. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Growing Retail Excellence And Technology Pvt. Ltd the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.



Growing Retail Excellence & Technology Private Limited,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitech City, Phase 2,
Madhapur, Hyderabad-500081, Telangana

CIN: U74999TG2016FTC110806

GSTIN: 36AAGCG4928EIZM

Email: BobG@fmssolutions.com Contact No. +91 9100127773

SCHEDULE B

Name	Srinivasa Rao Tummala
Designation	Technical Lead
Reporting Manager	Dinar Dhond
CTC(INR)	1,650,000
Basic	825,000
HRA	330,000
Conveyance Allowance	19,200
Medical	15,000
Other Allowance	401,940
Sodexo	37,260
Employer PF	21,600
Annual Base Pay	1,650,000

*Retention bonus shall be paid after completing of one year of employment form the date of joining.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT,

I have signed my name on this 17th day of March, 2018.

T. Srinivasa Rao

(Signature)



Growing Retail Excellence And Technology Pvt. Ltd,
G-A Hyndava Techno Park Plot No. 12, Survey No. 64, Hitec City, Phase 2,
Madhapur, Hyderabad-500081, Telangana

CIN: U74999TG2016FTC110806

Email: BobG@fmssolutions.com Contact No. +91-9100127773

GR/REL/TS/2019

Date: 05 August 2019

Name : Tummala Srinivasa Rao
Emp. No. : FMS042
Department : IT
Designation : Technical Lead
Current CTC : INR 17,40,750

RELIEVING LETTER

Dear Mr. Srinivasa Rao,

This is with reference to your letter of resignation dated **30 May 2019** we wish to inform you that your resignation is hereby accepted, and you are being relieved from the services of the company with effect from closing working hours of **31 July 2019**.

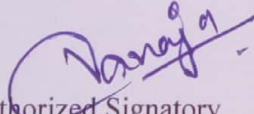
While accepting the same, we thank you very much for the close association you had with us during the tenure from **26 March 2018** to **31 July 2019**.

Your contributions to the organization and its success will always be appreciated. We at GREAT wish you all the best in your future endeavors.

We at GREAT wish you all the best in your future endeavors.

Yours Truly,

For **GREAT (GROWING RETAIL EXCELLENCE AND TECHNOLOGY PVT. LTD.)**


Authorized Signatory
HR Manager – Operations

