

25-February-2022

LETTER OF APPOINTMENT**Private & Confidential****Ashutosh Panda**

New Khajuria, Kothia Sahi, C/O - Manoj Malik,
Landmark - Near Govt UP school
Berhampur - 760003
District - Ganjam
Odisha
ashu.juga99@gmail.com

Dear **Ashutosh**,

With reference to your application and subsequent interviews you had with us, we are pleased to appoint you as Software Developer in our organization with effect from **15-March-2022** on the following terms and conditions:

You will be reporting to **Abhinava Dinesh - Vice President**

- **Band/Level:** As Software Developer you will be under **Band-1**
- Your designation is indicative of the responsibilities, which you are required to carry out in the best interest of Nreach Online Services Private Limited ("Company"). The Company shall be entitled to require you, at any time, to perform any other administrative, managerial, supervisory, or other functions and you shall be bound to carry out such functions.
- **Compensation:** Your compensation (Cost to Company) at the time of joining is **INR 12,00,000 (INR Twelve Lakh only) per annum**. The breakup of your CTC is given in ANNEXURE A and is strictly confidential. All tax liabilities arising out of your entire compensation package, present or future will be borne by you. The company will deduct TDS for all income and benefits provided to you. The company reserves the right to vary any compensation, benefit, facility, or perquisite that may be extended to you.
- During the term of your employment, you will not represent, handle or otherwise undertake any other business activity. It is clearly understood that you will devote your full working time exclusively to this Company's work and business. You will not carry on, without prior permission in writing, any activity or any business either alone or in partnership, nor be directly or indirectly employed or concerned with as principal, agent, or otherwise in any business, trade, or profession whatsoever. Breach of this condition shall lead to termination of your services by the Company without any notice or compensation.
- **Location:** We are offering you the flexibility to work from home, our office, or anywhere in between till the end of 2021. We might also continue with the same remote working policy in 2022 also. We have our Delhi and Bangalore Offices open and in case you wish to work from either of these locations, you may feel free to do so.
- **Benefits:** We are also pleased to offer you a competitive package of benefits. The Company reserves the right to amend its benefit program from time to time. You will be informed of any changes applicable to you. The details of these benefits will be provided to you post joining. All additional employee benefits at Xoxoday are enclosed in the offer mail.

Nreach Online Services Private Limited

CIN : U72900KA2012PTC112573

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- As long as you are in the employment of the Company, you will, at all times, maintain secrecy in respect of any technical, trade or business data or any other information that might come to your knowledge or possession, which according to Company, are necessarily confidential and form valuable property of the Company and not made available to the trade and furthermore, you will not disclose the confidential information without the authority of the Company to anyone or any third party other than the Company's Officers authorized to receive the confidential information/data and also even after you have ceased to be in the services of the Company. In the event of any loss, misuse, theft of any such confidential information/data or any loss occasioned to the Company due to any acts or omissions attributable to you, you shall on demand make good the loss to Company.
- **Termination:** Your services may be terminable by the company by giving Thirty (30) days' notice or on payment of equivalent amount in lieu of notice. The Company may dismiss you from employment without notice or any payment (or salary equal to notice period / in lieu of notice), if you:
 - Engage in serious misconduct
 - Commit a serious or persistent breach or non-observance of any condition of your employment
 - Continuously fail in meeting your duties and responsibilities
 - Are convicted of an indictable offence
 - Knowingly or repeatedly act (i) in excess of your powers; or (ii) in contravention of the instructions of the Management or the Board
 - Knowingly or repeatedly fail to perform your duties as set out herein
 - Act with gross or repeated incompetence or negligence to the material detriment of the Company or their affairs
 - Violation of company policies
- On termination of this agreement the Company may deduct from any sum, then owing from it to you by way of salary or otherwise any sum owing from you to it. You will return all the Company property, documents and papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and confidential information, in your possession or under your control relating to your employment or business affairs of the company.
- **Notice Period:** If you wish to leave the company you are required to give 30 day's prior notice in writing to the company. Notice period is considered to start from the point the employee provides written resignation intimation via official email ID and/or raising it in HRMS to the company. In case the company allows early relieving the shortfall in notice period shall be deducted from the salary. No privileged or any other leave will be adjusted against the notice period. If the notice period is not served or if any leave is taking during the notice period, then you will be liable to pay the penalty equivalent to the gross compensation of un-served notice period and of the number of leaves taken.
- **Retirement:** You will retire from the services of the Company on the last day of the calendar month in which you attain the age of 58 years without any notice whatsoever from the Company in this behalf. Your date of birth as per official records is **31-Mar-1999**.
- **Adherence to Policies:** You will confirm to all the policies and procedures of the Company that may be applicable from time to time. You can access the policies from the company HRMS.
- Any invention, improvement or designs (Intellectual Property Rights) conceived by you while in our employment which is within the existing or contemplated scope of the business of the Company shall become the Company's exclusive property for all countries and you acknowledge that you shall have no publication rights. You agree to assign all Intellectual Property Rights in the works without any further compensation, and to do all such acts and execute all such documents as are required to give effect to such assignment and to protect Company's rights described in this Section. For purposes of this section and expression "The Company" shall in addition to Nreach Online Services Private Limited mean and include any firm, person or Company subsidiary to or affiliate with the Company. Upon leaving the Company, you will not take with you any drawing, blue-print or other reproduction or other data, tables, calculations, excel files, presentations, word documents, emails, letters or other documents or any other writing or copy of writing of any nature which is in tangible form whatsoever pertaining to the business of Nreach Online Services Private Limited or any of its subsidiaries.

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- **Professional Ethics and Confidentiality:** Your conduct at all-time should reflect observance of the national and local laws and the rules and regulations of the Company as from time to time in effect. In all dealings with the Company and its clients and their organization, the highest standards of propriety and integrity will be expected of you.
- **Disciplinary Procedure:** The rules of behavior expected to be maintained at work are largely those, which are followed in society as whole. A full investigation into any alleged breach of rules or where an individual fail to reach or maintain the standards of performance or behavior required by the Company will be conducted fairly and without any delay. The decision on the fall-out from indiscipline would be solely at the discretion of the management of the Company.
- **Grievance Procedure:** On employment related grievances, you are required to raise the matter with your Immediate Superior (Reporting Manager) seeking redressal. In case the matter remains unresolved, you are required to raise the matter with the Head of the department and/or Human Resources point of contact who in turn would respond back within 5 working days and their decision would be final.
- **Non-compete and non-solicitation:** During your employment and within one year after the cessation of your employment with the Company, you agree not to directly or indirectly,
 - Carry on, advise, provide services to or be engaged, concerned or interested in, or associated with, any business or activity which competes with or is in the same line of business carried on by the Company or its related companies, in any capacity (whether as principal agent, partner, employee, shareholder, unit holder, joint ventures, director, trustee, beneficiary, manager, consultant or adviser) within six months from the termination of this employment agreement;
 - Canvass, solicit or endeavor to entice away from the Company or its related companies, any person who or which at any time during your employment was or is a client or customer or supplier of the Company or its related companies or is in the habit of dealing with the Company or any of its related companies;
 - Solicit, interfere with or endeavor to entice away any employee of the Company or any of its related companies.
 - Counsel, procure or otherwise assist any person to do any of the acts referred to in clauses (ii) and (iii); or
 - Break any written or oral agreement or understanding with the Company.
- **Place of service:** Initially you will be placed in Bangalore Office. However, the Company reserves the right to depute / transfer your services to anywhere in India & it's territories or group company or subsidiaries or affiliates or any of their branches located anywhere in the world in consistence with the Company's interest.
- **Governing law and Arbitration:** This agreement shall be governed by the Laws of India. Any dispute, difference or question arising out of, in relation to or incidental to this Letter of Employment, including any dispute as to the existence or validity hereof, shall be first attempted to be resolved by mutual discussions and negotiations. In the eventuality of the failure of such negotiations, it shall be referred for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a sole Arbitrator, who shall be appointed with the mutual consent. The venue of Arbitration shall be Bangalore, and the proceedings will be conducted in the English language.
- **Hours of work:** You will be entitled for leave and other benefits as per the scheme and rules of the company applicable from time to time. You will also be governed by various rules and regulations of the company pertaining to daily attendance, discipline, code of conduct etc.
- **Correspondence Address:** You shall always keep the Company informed of your latest postal address and intimate the Company in writing in case of change of address. Any communication sent to you by the Company on your last known address shall be deemed to have duly served.
- **Submission of documents / Medical test:** After joining the Company, you shall be required to submit all relevant copies of testimonials, certificates including a "Relieving Certificate" from your present employer. This appointment and its continuance are subject to your being found and remaining medically (physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination if and when considered necessary.

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- **Access to Personal Information and consent:** As a part of your terms and conditions of your employment, you hereby give the Company the permission to collect, retain and process information about you, such as age, family details, and academic records. This information will only be used for background verification during the term of your employment and to maintain complete personnel dossier. The information which we hold will be checked with you from time to time to ensure that it remains up to date. Should your personal circumstances change, you should notify your Human Resource Manager immediately.

You hereby grant consent to the Company to hold personal and special data about you in order that the Company can process your appointment letter.

- **Background Verification and Reference Check:** This appointment is purely subject to background verification clearance report, which would be conducted based on information provided by you as well as reference check. In case of any discrepancy, the Company is entitled to terminate your services. In case it comes to the company's notice that any of the particulars furnished in your application were inaccurate and/or untrue, your appointment shall be deemed to be automatically cancelled irrespective of whether you have joined duty upon your selection. In such an event, you shall be liable to be discharged forthwith and the Company shall not be liable to pay any amount of the salary including but not limited to any benefits in the form of incentives, perquisites, variable pay and/or bonus due in that particular month. In this regard, the Company has the absolute and sole right/remedy to terminate your employment with immediate effect or as it deems fit.
- The appointment is subject to your not being a partner or relative of a Director of the Company within the meaning of Section 188 of the Indian Companies Act, 2013.
- **Relocation Expenses:** You will be entitled to relocation expenses if you are joining the company from a location other than your work location. Relocation expenses will be payable as per company policies. Relocation expense will be paid after 6 months of completion of active duty. Relocation Expenses will be recovered in a prorated manner, in the event of termination of the employment within 12 months.
- **Indemnification:** You expressly agree to defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions, unless such acts are authorized specifically by the Company.
- We expect you to join on or before **15-March-2022**. Kindly confirm the same by email within 5 working days from date of receipt of this letter.

Please sign and return the duplicate copy of letter in token of your acceptance. We welcome you to Nreach Online Services Private Limited and wish you good luck.

Yours sincerely,

For Nreach Online Services Private Limited

Annexure

Sr No	Salary Components	Particulars	Annual Amount	Monthly Amount
Fixed Gross Salary				
1	Base Salary	60% of Gross Salary	6,60,000	55,000
2	House Rent Allowance	Maximum up to 40% of base, not less than 10%	2,64,000	22,000
4	Special Allowance	Fully Taxable	1,21,400	10,117
5	Leave Travel Assistance	Tax liability will be based on bills being produced in January so as to match with block of 2 years/4 Years as per tax laws.	33,000	2,750
A	Fixed Gross Salary	Total Components in (1 to 5)	10,78,400	89,867
Retirement Benefits				
B				
6	Provident Fund	Employers Contribution 12% of basic or Rs. 1800/- whichever is less	21,600	1,800
Other Benefits				
C				
7	Performance Bonus	1. Payable on completion of Six months (Half yearly pay) 2. Bonus is paid only after completion of tenure, payable for the active employee based on the performance.	100,000	
D	Final Cost to Company	Total of all Components (A+B+C)	12,00,000	1,00,000

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Acceptance of Offer of Employment

I, **Ashutosh Panda** have read, understood, and accept the appointment upon the terms and conditions as outlined above for my position at Nreach Online Services Private Limited. I shall be reporting to work on **15-March-2022**. I also agree to execute and abide by the terms and conditions of the Conflict of Interest Policy, the Confidentiality Agreement, Non-Competition Agreement, and all other policies of Nreach Online Services Private Limited.

Signature

Name Ashutosh Panda

Place Bangalore

Date 15-March-2022

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