

### LETTER OF APPOINTMENT

Mr. Gaurav Aggarwal  
S/O Shri Naresh Kumar Aggarwal  
Resident of House No. 15, Neelkanth Enclave,  
Baltana, Zirakpur, Distt. Mohali, Punjab

Dear Gaurav

Further to our letter of offer dated **13-Nov-2018**, we are pleased to inform you that you are hereby appointed as **Senior UI/UX Designer Grade 8-B** in the **Development Department** of our Organization to be based at **Chandigarh** with **Employee Code NTZ1060** as per terms and conditions discussed and agreed upon as under:

#### (A). GENERAL CLAUSES:

- This letter of appointment is effective from **24-Dec-2018** the date of your joining our Organization, which shall stand automatically cancelled if in any case your date of joining stands two weeks later than the date of this letter given
- This letter of appointment shall be strictly subjected to the terms and conditions mentioned in this letter and indemnity bond signed by you
- This letter of appointment is to be signed by you with your own free will and without any un-due pressure, force or coercion and in full senses
- This letter of appointment will stand cancelled if at any point of time during your employment it is found that your documents are false, misleading or any tampering of the documents is done to secure the above said position

#### (B) SPECIFIC CLAUSES:

- You will be eligible for the Corporate Variable ELP (Employee Incentive Plan) Salary, bonus and stock grant increase after 1 year. This will be based on achievement of Company's and Individual performance.
- Your Appointment is subjected to: - (i) Being found medically fit during the tenure of your service.  
(ii) The employment rules and by-laws in force as per govt. Acts and modifications.

#### (C) PROBATION:

- You will be placed on probation for a period of three months and the said period can be extended by another three months and on the expiry of the period of probation or extended period of probation, the employee can give a notice in writing to the Employer at least 15 days, prior to leaving the job. In case the employee does not serve Notice Period of 15 days and does not complete the assigned tasks, before leaving his /her job, he/she shall pay 15 days' salary in lieu of that, if you are not



confirmed in writing, your services shall be deemed to be automatically terminated. However, unless you are confirmed in writing, you shall not be deemed to be permanent.

- Your services may be terminated without any prior notice or warning during the period of probation with an opportunity of fair hearing provided to you.
  - After successful completion of your probation, you will be confirmed in writing as a permanent employee of the Company. You will be entitled to statutory and service benefits and be governed by discipline and other rules existing or may come into existence from time to time, as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time to the location / place wherever you are working. The company depending upon need shall take suitable cover of GPA to take care of liability under Workmen Compensation Act provided you are not covered under ESI Scheme. You will be required to serve notice in writing to the Employer at least sixty days, prior to leaving the job. In case the employee does not serve Notice Period of sixty days and does not complete the assigned project, before leaving his /her job, he/she shall pay two months' salary in lieu of that and sign a Bond for this at the time of joining. In case the Company terminates service of the employee due to redundancy; employee will be given sixty days' notice or sixty day's salary. Notice or Salary remuneration by Netsmartz is not applicable in the event the termination is due to performance or non-compliance of Company policy.

#### **(D) FULL TIME EMPLOYMENT**

- Your position is a full-time employment position with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors/Management of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management, any contravention of this condition will entail termination of your services from the Company.

#### **(E) TRANSFER**

- Your initial posting will be at Chandigarh. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

Further your services are liable to be transferred or loaned or assigned with / without transfer, wholly or partially, from one department to another or to office/ branch and vice-versa or office/ branch to another office/ branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in India or abroad or any other concern where this Company has any interest. In such case, you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department / office, establishment, jointly or separately, without any compensation or extra remuneration or provision of accommodation You, thereupon, may be governed by service conditions and other terms of the said concern as may be applicable.

The aforesaid clause (2) will not give you any right to claim employment in any associate or / sister concern or ask for a common seniority with the employee of sister / associate concern.

#### **(F) LEAVES AND HOLIDAYS**

Leaves – Company allows only 15 leaves in the first year of employment and from the second year 21 leaves are allowed but only in the cases of:

Medical or personal reason subjected to full satisfaction of management

From the pending leaves of respective employee

3 days' prior intimation of leave is given to HR Team and Reporting Manager



on pro-rata basis will be deducted from the salary without any prior information  
leave not approved by reporting manager will be termed as unpaid leave

Other Clauses-

- a. Any leave taken without written permission shall be considered as void
- b. Any leave taken over (Internet Protocol) system will also be considered as void.
- c. Combining of leave with a public/other national holiday will render both the holidays as unpaid leaves
- d. In the cases of long term medical leaves/maternity leaves, signed copy of medical certificate / bills of hospital/clinic/doctor are mandatory.
- e. Leaves taken during the notice period will be considered as unpaid leaves.
- f. Pending leaves will be set to zero during notice period.
- g. In the event you are absent from duty without information or permission of leave or you overstay your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the Company

Holidays: the company provides 10 public holidays (1-January 2-January, 26 Jan, Holi, 15 August, 2 October, Diwali and before/after Diwali)

Compensation of work on holiday – Any work performed during a holiday/weekend will only be compensated only after the approval of reporting senior.

**(G) TERMINATION AND RELIVING:**

**TERMINATION PROCESS**

Your service if terminated due to redundancy; you will be liable for sixty days' notice or sixty days' salary during the period of probation or after confirmation

Your services during probation period or after confirmation may be terminated without any notice or warning, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on examination

Your services during the probation period or after confirmation may be terminated without any notice or warning, as and when the Company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and / or any negative record in the past under the previous employer, or because of providing false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification , experience , salary etc.

Your services during the probation period or after confirmation may be terminated without any notice or warning, if you are found to be not possessing desired qualification which do not confirm to custom authority and / govt. regulation as may be required from time to time and necessary for continuation of business or its exigencies

Your services during the probation period or after confirmation may be terminated without any notice or warning, on the account of poor performance, indiscipline, violation of any policy of the company, violation of any terms of this letter of appointment, and violation of terms of Indemnity bond

Your services during probation period or after confirmation and individual acts will be governed by the company's laid down code of conduct in the company policy and if any breach of the same is found your services may be terminated without any prior notice or warning. Also, non-performance of contractual obligation will amount to termination of service without any prior notice or warning

Your services during the period of probation or after confirmation may be terminated without any prior notice or warning if any information furnished by you if found to be incorrect, falsely deposed, misrepresented or concealed, the company further reserves the right to invoke other legal remedies as it deems fit

During the period of service with the company, you shall not indulge and/ or take part in any activity of formation of council and / or association or become a member being part of management staff which is found to be detrimental in the interest of the company in any way. Such an action shall be deemed as infringement to service conditions of the company and amount to causing damage to its interest and your services may be terminated without any prior notice or warning during the period of probation or after confirmation

Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items. Upon termination of employment, you will also return all company property, which may be in your possession



any being a part of the National Skill Registry reserves the right to post information on absconding cases and on employees without a clean exit

### **RELIEVING PROCESS**

Notice of relieving from the services must be given at least 60 working days prior to the actual relieving. Resignation letter in written should be made to the HR and management, failing to do so the letter of relieving will not be provided.

In case of leaving the services without notice period of sixty days and/or non-completion of the assigned project, you shall be liable to pay two months' salary in lieu of the loss suffered by the company due to such misconduct, letter of relieving will not be given and other legal remedies for the recovery of loss will be initiated.

Notwithstanding the notice period, you shall not be relieved from your services with the company until the completion of the project assigned to you at the time of resignation.

Experience certificate will also not be provided in the cases of indiscipline, breach of security, theft and any other act will be termed illegal in the laws applicable in India.

For all other purposes query can be sent to [hr@netsmartz.net](mailto:hr@netsmartz.net)

### **(H) CODE OF CONDUCT:**

Being an employee of Netsmartz Infotech (I) Pvt. Ltd every employee will have to follow the below mentioned Conduct and Discipline rules and no one is allowed abusing the system while on duty., If management finds any employee against the system, Management shall render an employee liable for disciplinary action.

Office Timings: 9:55am to 7:00pm, Monday to Friday.

Employees are not allowed to check their personal mails

Employees can attend their personal calls, but it should not disturb others present there. Management will not bear if any employee is found that he/she is doing misuse of this facility or waste time on it, management will allow the use but with limits

Employees will keep their cell/mobile phones on Silent or Vibration mode and to attend the call outside the office premises

The Duration of Lunch is 40-minutes with two tea breaks of 10-minutes each, an employee can avail this 40mins for their personal work, and they can go out of office after informing to the reporting authority or in HR Department. Although, we provide flexible Lunch time, but duration is 40 minutes and Tea Break is 10 Minutes

Friends/relatives can visit the office, but it should not disturb other employees. Visit should not be more than 10 minutes, and they can sit at Reception Area

No employee shall, except with prior permission, use Company's facilities for private purposes. In case of emergencies, such a use is permitted, with the authorization from HR/his or her Supervisors/Reporting boss/management

Further, an employee coming late to work or found absent from his station / place of work during working hours, without enough reasons or without authorization from his / her Supervisors, shall be treated absent for the duration of his / her absence and shall not be entitled to wages for the period. In addition, the competent authority may, at its discretion, also take suitable disciplinary action against the employee concerned

Negligence of work by any employee will not be tolerable by the management; Management shall render an employee liable for disciplinary action. Every Employee is required to make the entry if they are taking any office belongings with them (iPhone/Android/iPod/iPad) and in case of any damage/lost that employee is liable towards it.

Employees are not allowed to change the user passwords (Skype/Webmail/Voip) without the permission of HR/Admin department. Anyone found violating this shall be liable for Disciplinary Action

Don't send any Abusive / threatening messages in skype/ Email discussion from the office to anyone

Everyone must complete their Working hours (9 Hours). Else unpaid short leave or leave will be marked

If required, team must come at odd hours when deadline and delivery is extremely critical including Weekend

Please reach on Meeting with the Client/Internal 10 minutes before the scheduled time always

In case you don't have work allocation it is your liability to inform the HR or intimate a senior in advance. In case we find someone has no work and no update has been made to the immediate senior, full day leave can be marked for the same.

### **6. (I) CONFIDENTIALITY**

All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten and information and instructions that pass through you or come to your knowledge



...treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment

You will not, at any time, during the employment or after, without the consent of the Board of Directors disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you during your service or otherwise

If you conceive any new or advanced method of improving designs/ Processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company

If you are uncertain as to whether any information is confidential or is a trade secret, you shall in writing request a ruling from the management and you undertake to abide by any ruling made in good faith by the management of the company.

During the continuance of your employment with us, you shall not be engaged, associated directly or indirectly in any other occupation, similar business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

During employment with the Company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know – how, methods or refinements and business plans and business secrets and other information concerning the products / business of the Company, hereinafter called the "SECRETS". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during course of employment and on cessation for at least 2 years period

You shall not, during the employment with the company, discuss, divulge or communicate to any person or persons, firm, corporation, association or any other entity for any reason whatsoever, except as expressly authorized, in writing, to do so, by the company, any information of a confidential nature relating to the trade or business of the company or to the method, appliance used by it or relating to the prices paid by or charged from the buyers of the company

As a condition of your employment with the Company, you may be required to sign separately the Employee Agreement regarding Assignment of Inventions/Research and Proprietary Right, Agreement of non-disclosure of confidential information. Further if you conceive any new advance Company's current and future business prospects, using Company resources, you will be obliged to communicate all such improvements or inventions/research related to company's business to the Company and the Company shall acquire and own all rights, title and interest in and to any such improvements or inventions/research.

If you are bound by any confidentiality agreement with any of your previous employers, in such a case you shall keep us indemnified against breach of that agreement by you. On leaving the services of the company, you shall not take up a full time/part time employment with any of our Customers or Associates for a period of 3 years unless a NOC is given by Netsmartz Infotech (I) Pvt Ltd to do so

#### **(J) PROPERTY**

Entire Property whether tangible or intangible with which you come in contact during performance of your work/job in the premises of the company/its sister concerns or in usual course it belongs to the company will be treated as the property of the company and utmost care in its handling will be required.

All documents/secure codes/trade secrets/coding/ procured during employment will also be termed as property of company

Further it is required that you shall always maintain all the property of company as mentioned above whether tangible or intangible in good condition, property entrusted to you under your responsibility be returned in the same shape and condition as was entrusted.

Property of company if found is damaged at your hands, will be recovered from you and you are supposed to apply moral turpitude while performing any work using any property of company.

#### **(K) RESPONSIBILITIES & DUTIES**

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results

You shall be faithful and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules, regulations and orders promulgated by the management in relation to conduct, discipline and policy matters



## OBLIGATIONS AND TAXATION

Any balance of advance or loan taken by you from the Company, shall be fully recovered from your salary and any other legal dues including Gratuity, at the time of your leaving the services of the Company.

While working as an employee if you enter into any business transaction with any party on behalf of the company within your permissible limits, it shall be your responsibility to ensure recovery of outstanding. If any outstanding remains at the time of leaving the services of the company, it shall be your responsibility to recover for remittance to the company before you proceed to settle your legal dues in full and final settlement of your account.

The company is obliged to deduct Income Tax at source as per provision of Income Tax Act / Rules. Accordingly, you are required to submit all required proof of permitted savings / investments and other details from time to time to enable the company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the company is required to pay any interest or payment under Income Tax Act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection.

### (M) IT Policies

#### General Guidelines:

Any personal work from office network is strictly not allowed, if found it will lead to immediate termination.

Do not shift your computer Keyboard, Mouse and any Hardware until written acceptance in email / ticket by your senior / IT Department

All Soft assets including Code / Document(s) etc are intellectual property of Netsmartz Infotech (I) Pvt Ltd, thus any illegal replication and distribution of the same is not allowed.

Personal Computer / Laptop / Pen Drive etc are NOT allowed, until approved by Senior / Management / IT Department

Use of any Copyright code graphics and text is strictly banned. This will be a company violation and company may recover loss made because of this.

Use of Proxy is not allowed. No one is allowed to copy data from office computers and from the assigned drop boxes for personal purposes

We may maintain Internal logs about what you are surfing activities. Anything found irrelevant to your work would be considered as breach of trust.

#### Internet Download Limit:

Downloading Mp3 and other media files for entertainment purpose not allowed.

Downloading files through torrent or any other media is not allowed.

Downloading limit allocated to employees will be defined by IT management

#### System Security:

Only allowed software(s) should be installed on your computer, anything extra than allowed software should be installed after written acceptance in email / ticket by senior / IS Team.

It is advised *that do not use your personal account* such as social networking / banking / job/email etc from office network. Netsmartz Infotech (I) Pvt Ltd does not take any responsibility of hack or misuse of your personal accounts(s) from office Network.

Use of external hard disk & pen drive is not allowed.

Changing of external & internal hard disk with permission, not allowed.

Shifting system unit without permission from IT management is not allowed.

Installing and uninstalling any software from system unit without permission from IT management, is not allowed

It is mandatory to Turn Off your PC after the work is over.

Do not attempt to defeat security restrictions on company systems and applications

#### Data security:

Take daily back up of your most recent work in Dropbox/ other location in your system. Make sure you save your data at the end of the day in the Dropbox. Weekly & monthly data backup of your work should be given to IS team.

Completed & current project back-up should be with the IS team.

#### Device Security:

Unauthorized use of iPod, iPad, headphones and external hard disk is not allowed. After using please submit the iPod, iPad, headphones and external hard Drive to IS team. In case of any damage, the concerned person will be responsible for the same and the resulting loss will be compensated by the salary of that person.

#### Software Security:



Software (Windows): Winrar, Browsers (Firefox, Safari, Chrome, Opera, IE), Wamp / Xamp, Skype, Color  
er, SQL Server 2008, Visual Studio 2010, Team Viewer, Photoshop, Adobe PDF, Dream Viewer, Git, SVN, FTP  
lients - FileZilla etc, Putty, Corel Draw, Adobe Collection, VLC Media Player, Handbrake, Video  
Converters, Dropbox, Illustrator  
Software not allowed: Torrent, YouTube Downloader

**Asset(s) Security:**

Wear & tear of office furniture is not acceptable.  
Request to all to keep the desk neat and clean.  
Return all allocated hardware back to IS Team

**(N) INDISCIPLINARY ACT:**

An employee who is rude, arrogant and mean can disrupt workplace productivity, intimidate coworkers, corrupt a team and lead to potential legal or safety problems for a business. Dealing with aggressive and antagonistic behavior is challenging for any manager. Resolution of this disruptive employee issue requires planning and confident action to avoid legal problems for you or your company.

**Steps to be taken to avoid the above situation:**

**Verbal Discussion and Warning:** The purpose of a verbal warning is to let the employee know that they are doing something that is not acceptable in the workplace. It is also an opportunity to resolve the situation. Keep in mind that the employee may not be aware that they are behaving in an offensive way. This face-to-face meeting may require from 15 minutes to an hour to complete. Be open, calm and confident in your approach. In a direct way, provide specific examples of the offensive behavior and ask the employees if there is an explanation for their actions. Even though you are giving the employee a chance to explain their behavior, it is important to be clear to say that the behavior is not acceptable. If the employee is open to coaching or training to improve their communication skills, schedule a meeting to discuss. Provide the employee with a copy of the page/s in the employee manual where the disciplinary procedure is explained. After the meeting, a document about what was said or agreed upon has to be prepared.

**(O) DISPUTE REDRESSEL**

Any dispute / disputes arising out of this appointment shall be subject first to the arbitration of Advocate Baljeet Singh Saini, Chamber Number 41 , District Courts, Sector-43, Chandigarh, also #1549 , Sector 18 , Chandigarh, whose decision shall be final and binding upon the parties. Such references shall be deemed to a submission to arbitration under the Indian Arbitration Act, 1940 or of any modification of re-enactment thereof. If in case the matter is not resolved, it shall be subjected to jurisdiction of competent Courts of Chandigarh only. Your appointment is being made on the basis of the information and details given in the resume submitted by you and further supplemented during the course of your interview and the personal data form filled in at the time of joining the Company. If, at any time, any information and details given by you are found to be incorrect or false, your services will be liable for termination without any notice, salary in lieu of notice period or compensation. No charge sheet or disciplinary action will be necessary.

**(P) OTHER TERMS:**

You shall have to abide by all the rules & regulations of the Company applicable to your role and responsibilities. You shall conduct yourself in conformity with the code of conduct, as in force from time to time. Further, you shall carry out the instructions in letter and spirit, giving by your superiors and shall not disobey the instructions given. **The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all other rules and regulations of the company as shall be in force, from time to time.**

We welcome you to Netsmartz InfoTech (I) Pvt. Ltd. and look forward to a long and mutually beneficial association. Please sign the duplicate copy of this letter and return to us as a token of your acceptance of the term and conditions of employment offered to you.

For Netsmartz Infotech (I) Pvt. Ltd

  
Anurita Mehta  
Authorized Signatory



I have read and understand the above terms and conditions governing my services with the company and the same are acceptable to me in totality including annexure "I" & "II" also hereby confirm strict adherence to the terms of this letter.

Place: Chandigarh.

Date: .....

(Signature)

Annexure "I" - Salary package in detail

Annexure "II" - Explanation of Various benefits

#### ANNEXURE I

Your yearly CTC will be Rs. 4,98,000/- with the following break up and conditions:  
Basic salary + House Rent + Flexible Benefit Plan + GMI + Gratuity:

The details of your compensation and benefits are given below:  
FIXED SALARY COMPONENT: Rs 41,500/- per month.

#### **Annexure I**

Basic Salary	Rs 26000
HRA	Rs 10400
Allowances and Reimbursements	Rs 3600
Gratuity	Rs 1250
Medical Insurance Premium	Rs 250
Total	Rs 41500
Note :	
Above CTC is subject to TDS deduction	

#### ANNEXURE II

#### **Explanation of Various Benefits**

This document gives details of the various benefits schemes at Netsmartz Infotech (India) Pvt. Ltd and the way they are administered. Coverage under any of these plans may be subject to certain requirements or limitations. This document can not be used to modify any coverage that is listed in separate insurance documents, policies, trust, deeds, etc. in all cases, the provisions of these documents and policies and letter of offer (and subsequent changes) would apply. The company reserves the right to amend any information given in this document without prior notice. Please talk to human resources for further assistance.

#### **Employee Incentive plan (ELP)**

The plan envisages the sharing of company performance-based rewards with the employee. A minimum of 12 months of service in a calendar year is required for participating in the plan. The award will be prorated based upon