



November 22, 2021

Dear Viepul Gupta,

We are pleased to offer you an appointment with **Thoughts2Binary Consulting And Solutions LLP** (“the Company”) in the position of ‘**User Interface Designer**’ on the terms and conditions set out herein after:

1. EMPLOYEMENT:

Your effective date of joining shall be no later than **December 01, 2021**. Your employment with the Company may be subject to successful pre-and/or post-employment background checks, accuracy of the testimonials and information provided by you.

2. PROBATION:

You will serve a minimum probation period of One month from the date of your joining the Company (“Probation”). The Company reserves the right to extend the Probation period for an additional one month in the event that your performance is not up to the expectation. You will be deemed to continue probation until you are confirmed, and your confirmation has been communicated to you.

Your performance will be evaluated according to your efficiency, punctuality, conduct, maintenance of discipline and in accordance with the Company’s regulations / policies existing now or in future.

3. PLACE OF POSTING:

Your place of posting shall be at Gurgaon office which is located Unit: 212A Tower A, 2nd Floor, Spaze ITech Park, Sohna Road, Sector 49, Gurugram and Haryana,122018.

4. PERFORMANCE OF DUTIES:

You shall be assigned with all the duties and responsibilities of ‘User Interface Designer’ and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company’s management.

5. HOURS OF WORK:

Your normal hours will be 09 hours each day. Our workweek runs from Monday to Friday. We have the right to vary the number of hours, days and times which you work to meet the needs of the business you are working in. You will be required to work the hours necessary to fulfill the responsibilities of your role. Your role does not qualify for overtime payment for any additional hours worked.



6. COMPENSATION:

As compensation for services to be rendered, you shall be paid an annual **CTC of INR 6, 00,000 (pre-deductions)**. Please find the breakup of CTC as follows:

Description	Annual	Monthly
Basic	300000	25,000
House Rent Allowance	120,000	10,000
Special Allowance	98,400	8,200
TOTAL FIXED SALARY	518,400	43,200
Annual Variable	60,000	
Provident Fund (Employer's Contribution)	21,600	
Gross Salary	600,000	

- **For Provident Fund, the employee would contribute an amount equal to that of the employer and the same would come of the Total Fixed Salary of the employee (the current employee contribution is INR 1800 per month).**
- **Please understand that Variable Salary is subject to company's as well as your performance during the variable cycle term.**
- **Take home salary will be net of Provident Fund and Income Tax deductions depending on your savings under various schemes.**

Annual Variable Salary Payout: Your variable cycle term is annual i.e.; you would be eligible for variable salary post the successful completion of annual employment as an active employee. Employment duration in notice period would not be considered as an active employee employment.

If there is a shortfall in employment duration of variable cycle term (i.e., annual) then NO variable payout would be processed for partial completion of variable cycle term.

The fixed salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the 7th day of the succeeding calendar month.

Please note your salary details are highly confidential and shall not be disclosed inside or outside the organization by you in any manner whatsoever and any failure on your part to adhere to this obligation shall be considered as serious breach of the terms of this letter of employment.

By accepting this letter of appointment/agreement you authorize the Company to deduct from your remuneration on termination of employment (including salary, salary in lieu of notice, etc.) all debts owed by you to the Company or any of its group companies/associates or any fine imposed by the Company as a discretionary penalty pursuant to the Company's disciplinary procedure.



7. LEAVES AND HOLIDAYS ENTITLEMENT:

Our leaves and holiday year runs from 1 January to 31 December.

All leaves must be agreed in advance with your manager. After successful completion of the probationary period, you will be entitled to two earned leaves per month. Leaves will be accrued on the last day of the calendar month. Leaves can only be availed post the accrual of the leaves.

One sick leave would be allowed per month in probationary period and un-availed sick leave in probationary period would not be carried forward.

During probationary period or in Notice Period no earned leave would be accrued.

Ten Annual Public holidays are published each year in January. Public holidays are over and above the leaves. The Company reserves the right to ask you to work on a public holiday for which you may be entitled to take an alternative holiday.

8. CONFIDENTIALITY:

During your employment you will have access to confidential Company, shareholder, related and affiliated entities and client information (collectively "Confidential Information"). Confidential Information shall include any information concerning or relating to the Company on the business of the Company including and comprising trade secrets, secret formulae, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure research databases and other information or material that the Company in the future may indicate is confidential, or which may be apparent is confidential. It is a condition of your employment not to disclose, directly or indirectly, to any person or persons, any affairs of the Company or any related or affiliated entity or client which is commercially sensitive or the disclosure of which would adversely affect the Company, its shareholders, related or affiliated entities and /or the Company's clients. This obligation survives the termination of your employment with the Company.



9. ALTERNATIVE EMPLOYMENT:

Please note that you are restricted from accepting any other employment or carry on any other commercial activity while engaged by us without our prior specific written approval.

In addition, you agree that, while employed with the Company, you shall not perform work or provide services similar to those provided by you to the Company (including as employee, independent contractor, consultant principal, agent, director, joint venture, partner, trustee, beneficiary), directly or indirectly, for any person or entity that competes with the business of the Company.

10. INTELLECTUAL PROPERTY:

You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and / or modified in any manner by you during your employment is, and will remain, the sole and exclusive property of the Company at all the times during your employment and following termination.

11. NOTICE PERIOD AND TERMINATION OF EMPLOYMENT:

During the period of employment, you may choose to terminate this agreement by formal resignation in writing to the Company with 15 days' notice (during your probationary period) or Two months' notice (post completion of probationary period).

In case you are unable to serve the mandatory notice period you would be liable to pay the Company an amount equal to the Fixed Salary for the entire duration or the shortfall of the notice period as applicable.

Post receiving your resignation, the company would inform you of your last working day which may be the last day of your notice period or a part there off as necessary.

Outstanding leaves can't be adjusted against the Notice Period. Any absence during the notice period would either lead to extension of the last working day or loss of pay at the Company's discretion.

During the notice period you would be eligible for the Fixed Salary and would be paid the pro-rated amount as per the served last working day with the Company.

Termination of employment by the Company on grounds of your poor performance or serious misconduct:

If the Company terminates this agreement on the grounds of your poor performance or in an event of serious misconduct. Such circumstances can include but not limited to: Criminal Offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. then the Company reserves the full rights to relieve you from your services without providing any notice period or amount in lieu thereof.

On your last working day, you shall:

- a) Deliver to the Company or as may be directed all confidential information and
- b) Return to the Company all equipment and other property belonging to the Company.

12. LEAVES ENCASHMENT AS APART OF FULL AND FINAL SETTLEMENT:

You would be applicable for leaves encashment as a part of full and final settlement only if you would serve complete notice period professionally and amicably. If there is a shortfall in notice period service or the Company terminates your employment on the grounds of your poor performance or in an event of serious misconduct then leaves would not be en-cashed.

13. ABSENCE FROM EMPLOYMENT WITHOUT PRIOR APPROVAL:

An employee shall be considered to be absconding when absent from duty, without any sanction of leave or a verbal intimation, and is not reachable for two or more working days via phone or email. In such case of an absconding employee the Company would consider that employee to have voluntarily terminated his/ her employment.

Your employment / services will be governed by the Company's rules and regulations applicable from time to time.

This letter of appointment/ agreement shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this letter of appointment/agreement.

It is a pleasure to welcome you as an employee of "Thoughts2Binary Consulting and Solutions LLP". We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

Dear Viepul, we look forward to your successful and long-term career atThoughts2Binary!(T2B)

Yours truly,



Bhawna Prasad
Human Resources
Thoughts2Binary Consulting And Solutions LLP

I accept the letter of appointment/ agreement on the terms and conditions as described in this letter of appointment/ agreement.

ACKNOWLEDGEMENT

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Date:

Viepul Gupta