



Training and Placement Cell

Department of commerce and Management

Placement Report 2017-18

PESIAMS Placement Cell has made a remarkable achievement in placing the students in this academic year. 7 pool campus drives were conducted by the college during this academic year. Total 7 companies visited for recruiting exclusively BBA, B.Com and M.Com students. Major Companies like **M/S Wipro, Ninjacart, Perfios Software Solutions Pvt. Ltd, Arthur J. Gallagher, KGP Co- Blue Stream and VEE Technologies** recruited our students for non technical requirement. 5 out of BBA, students 12 B.Com students and 10 students from M.Com, total 23 students were recruited by different companies.

The following B.B.A student was received an offer of employment from **M/s Ninjacart Company** during the campus placement drive on 25.06.2018.

Sl. No	Reg. No	Name of the Student	Course	Batch
1	BB158975	Mr. PAVAN G	BBA	2015-18
2	C1510115	Mr. SURYA NARAYANA C	B.Com	

Principal

PES Institute of Advanced Management Studies

NH 206, Sagar Road

SHIVAMOGGA-577 204

27 June 2018

63Ideas Infolabs Private Limited.

LETTER OF EMPLOYMENT

(Private & confidential)

Dear PAVAN G,

Based on the interactions with you we are pleased to offer you the position of **Sales Executive - General Trade** in **General Trade** department at **63Ideas Infolabs Private Limited** (hereinafter referred to as "**Company**"). The key terms & conditions are given below.

1. **Offer Acceptance, Reporting & Joining date:** Upon your acceptance of the terms hereof, the effective date of joining will be **28 June 2018**. Upon joining you shall be reporting to **City Sales Head**. Please go through the offer letter and provide your acceptance within 2 days from receipt, failing which the offer will be deemed to be considered withdrawn
2. **Place of Work:** Your initial place of posting will be in **Bangalore**. However, you may be posted/ transferred to any other place or offices of the Company or its affiliates, as the Company may, from time to time, deem necessary
3. **Background Verification Process:** As a process, each and every employee has to go through the standard Background verification and reference check process, in case of any gap/s found at any point of time, your employment will be terminated with immediate effect due to the Background verification failure

Following are the terms and conditions associated with your offer of employment,

1. **WORK & DUTIES**

The company may depute you for any assignments or change your duties, reporting, responsibilities or designation from time to time or assign your services to any associate company, division, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the company may make any such arrangement or agreement.

You may be posted/ transferred to any other place or offices of the company or its affiliates, as the company may, from time to time, deem necessary. By such posting, you will be governed by the terms and conditions of service applicable to the new assignment. Further, in the course of your employment, you may be required to undertake such travel as may reasonably be required in connection with the performance of your duties

You agree and acknowledge that the company reserves the right to vary your roles and responsibilities, from time to time to meet its business objectives.

2. **REMUNERATION**

You shall draw a total remuneration of **300000 (Three Lakh Rupees)**

The company shall make deductions and withholdings of tax or otherwise as may be mandated or required under applicable law from the remuneration. Any tax liability other than withholding taxes arising in respect of the remuneration or income earned by you shall be borne solely by you

Your remuneration has been determined based on numerous factors such as job role, skills, performance, experience, and professional merit. You acknowledge and agree that your remuneration is a matter purely between yourself and the company and you are to keep this information and any changes thereto, strictly **CONFIDENTIAL** under any circumstances. Breach of this clause will lead to termination without notice or compensation.

Your remuneration will be periodically reviewed as per the company's policies. Your increments and promotions shall be at the discretion of the company and will be subject to and on the basis of your Skill, Performance and Behavior

The company may, at any time at its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Variable Pay Policy, incentives, reimbursements & benefits. It will be communicated to all employees from time to time

Details of your remuneration are mentioned in **ANNEXURE I**

3. PROBATION & CONFIRMATION

A probation period will apply for the first **3 months of your employment**. At the end of the aforesaid period, you will be informed on your conduct and performance and if satisfactory, you will be confirmed in the appointed position. However, the Management reserves the right to curtail or extend the probation period in applicable cases.

If, during the probation period, the company determines that you are unfit for employment, company will terminate your employment without any advance notice and with no compensation whatsoever. In such case, it will be liable only for payment for the number of days worked by you

For specific roles, clearing the role specific training programs will enable you to continue the probation period with Ninjacart, failing to clear the training programs would lead to termination without notice pay

4. SEPARATION & TERMINATION

You may terminate your employment by providing, in advance of **60 DAYS (2 months)** notice in an E-mail. You shall not be entitled to terminate earlier without serving notice period, except in the event the company is acceptable to the same. The company in such circumstances, as a condition for acceptance of earlier termination, may order payment by you of amount equal to proportionate amount of salary payable for such days by which the notice period has gotten reduced.

The company will normally continue employment during the notice period. It is the Company's prerogative however, to immediately accept the resignation. Any leaves taken during Notice period may result in extending the notice period to that effect. Privilege leave can be availed during notice period only in case of emergencies and with prior approval from the manager, except on the last working day. In case of a business impact due to such leaves during notice period, notice period may be extended by same number of days.

Unauthorized absence or Absence without permission from duty for a continuous period of **3 days**, company may construe this as an act of abandonment and will proceed with Absconding process as per the HR policy. In such case your employment shall automatically come to an end without any notice of termination or notice pay. company will recover the notice period pay from pending settlement and post that F&F settlement will be done

The company may terminate your employment by giving **30 days** of advance notice or salary in lieu of notice in case of performance issues or business un-certainties. In case any employee is asked to leave the organization due to performance issues and further to the completion of the PIP (Performance Improvement Plan) process, the reporting manager shall ask the employee to initiate resignation. In case of such attrition the relieving date shall be

decided by the reporting manager of the employee and no recovery shall be done for the short-fall in notice period if any

In case of employees in PIP, termination may come into immediate effect once the PIP period over and if the desired performance levels are not met by the employee. In such case, company is liable only for payment for the number of days worked by you

Your employment may be terminated by the company immediately and without compensation if you commit, repeat or continue any serious breach of your commitment towards the work, obligations hereunder or are guilty of conduct tending to bring yourself or any company in the Group into disrepute or any misconduct in terms of the company's rules and regulations.

Before you leave the company, you may be requested to attend a face-to-face exit Interview with your manager and HR department representative and complete such other procedures as may be specified in the rules and regulations of the company. You are also requested to complete the exit check form and follow through the separation processes and procedures on the last working day with the company.

All company property must be returned to the HR Department including but not limited to office keys, building pass, security card, cabinet keys, corporate/membership cards, laptop, computer, mobile, tablet, mobile SIM, company visiting cards, internet data card, all records and documents, including copies thereof, and any other properties which have been provided to you by the company.

Ninjacart to withhold the whole or any part of the full and final settlement, if the employee is found to have acted in contravention of any of the employment terms (including the duty to work in the best interests of Ninjacart)

You will retire in the normal course from the services of the company at the end of the month in which you attain the age of retirement, which is 58 years.

Any changes to the separation and termination conditions would be updated and published under the "Separation Policy" document. Kindly refer to the same for latest updates

5. **PROVIDENT FUND AND GRATUITY**

Provident Fund: Both the company and you shall contribute to your provident fund account in accordance with the prevailing statutory requirements and applicable law

Gratuity: You are eligible for payment of gratuity in accordance with the statutory provisions after completion of 5 years in the company

6. **PERSONAL INFORMATION**

It is your responsibility to notify the company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.

If any information furnished by you in your application for employment or during the selection process, whether with the company or your predecessor employer, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the company may terminate your services without notice or compensation

7. **PUBLIC HOLIDAYS & ANNUAL LEAVE**

Public Holidays: You are entitled to public holidays with full pay as per the list of holidays declared on the

company's notice board or in the employee policies of the company or informed to you through any other communication from time to time

Annual Leaves: You shall be entitled to holidays and leave in accordance with the company's employee policies and the rules and regulations of the company. Carry forward of un-availed leave and encashment of leave in case of separation shall be allowed, subject to a maximum no of days as defined in company's employee Leave policies. However, any such availing of leave shall be subject to prior intimation and approval from the supervisor as per the company's employee Leave policies

8. CONFIDENTIAL INFORMATION

You agree and acknowledge that, you shall from the date here of perpetually treat as strictly confidential all confidential Information (as defined below) that comes to your knowledge. Further, you shall not copy, reproduce and/or disclose any of the confidential Information to any other party without the prior written consent of the company and shall hold the same in trust for the company.

The term confidential Information includes but is not limited to

- (a) Information or material proprietary to the company, including information relating to the company and in business affairs, including its trade secrets
- (b) Information of or provided by its customers, clients, vendors, suppliers, consultants or service providers
- (c) Information designated as confidential, or which information is reasonably known to be confidential
- (d) Information created, discovered, developed or made known to the company from the date hereof or arising out of the performance of your obligations ("confidential Information")

During, or at any time after the termination of employment with the company, use for self or others, or disclose or divulge to others including your future employees/employers, any trade secrets, confidential information, or any other proprietary data of the company is violation of this agreement. The company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time.

9. INTELLECTUAL PROPERTY

You agree that all intellectual property, including without limitation, inventions, improvements, discoveries and copyrights ("Intellectual Property") made from the date hereof, either by yourself or jointly with any

other person(s), which relate to or are connected or are capable of being used in connection with the company's business activities, is and will become the sole property of the company.

You shall disclose fully to the company such Intellectual Property and any Inventions (as defined below), and at the request and at the expense of the company, take such steps as may be necessary for the company to obtain applicable protection for such Intellectual Property and Inventions. You shall, at the expense of the company (but for no extra consideration), assign absolutely and beneficially all such Intellectual Property (including in connection with the Inventions) to the company or as it may direct.

You hereby further acknowledge that you do not have any right, claim, interest in any Intellectual Property owned or used by the company

If, before employment with company, you have created any Inventions that you wish not to be subject to this Agreement, you may communicate the same to HR department immediately. Your failure to accordingly communicate the Inventions and attach the same hereto shall constitute a representation by you that you have no such Inventions

“Inventions” includes, but is not limited to, the following: All ideas, circuits, schematics, patterns, compilations, devices, databases, technology, algorithms, trade secrets, mask works, concepts, methodologies, customer lists, goodwill, trademarks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed (by you or anyone else), all discoveries, developments, designs, improvements, inventions, formulae, processes, methods, works of authorship, articles, books, manuals, techniques, computer software or hardware programs, strategies, know-how and data, whether or not patentable or registerable, and all work product, whether created by you either individually or jointly with others, prior to or in the course of your employment

Your employment with the company is on a whole time basis. While you are in the services of the company, you are not permitted to directly or indirectly, engage yourself or devote any time or attention to any full time or part time employment, trade, business or occupation, with or without remuneration, for any third person or concern (including self-employment). You shall also not undertake or be interested, either directly or indirectly, in any activities, which are contrary to or inconsistent with your employment with the company or the company’s interest. You shall devote yourself exclusively to the business of the company. Any breach of this condition on your part may lead to the immediate termination of your employment with the company without notice period or pay

During the course of your employment, if you conceive of any new or advanced methods, inventions, designs or improvements, processes/systems or any other form of intellectual property, in relation to the operation of the company, all such developments shall be communicated to the company and will be and remain the sole right/property of the company and you shall execute documents and do all things necessary to enable the company to obtain all rights to the same

10. RESTRICTIVE COVENANTS

For and in consideration of the compensation to be paid by the company pursuant to the terms hereof, and in recognition of the fact that you shall have access and be privy to confidential Information and other valuable rights of the company, on account of your designation, the sufficiency whereof you hereby acknowledge, you covenant and agree that, based on sole discretion of the company, at any time, during your employment and

for a period of one (1) year thereafter directly carry on or be connected with, as an employee or otherwise in any business, individual, partnership, firm, corporation, limited liability company or other entity for carrying on similar business as the company which may result in competition or have adverse effect to the company’s business.

You further agree that, from the date hereof and for a period of one (1) year after the termination of your employment, for any reason whatsoever, you shall not knowingly, directly or indirectly, by yourself or jointly with another, or for or on behalf of any entity, as principal, agent or otherwise: cause, induce or encourage any actual or prospective client, customer, supplier, or licensor of the company (including any existing or former customer of the company and any person that becomes a client or a customer of the company after the date hereof), or any other person who has a business relationship with the company, to terminate or change any such actual or prospective relationship in a manner which would be adverse to the company; circumvent the company in any manner and deal or attempt to deal directly with any or the aforesaid persons or entities; solicit, entice or induce or in any manner attempt to solicit, entice or induce any individual employed by, acting as a consultant to, or serving as a director or officer of, the company or any entity that after the date hereof is employed by or provides a service to conduct the business of the company on the company’s behalf to leave such position, engagement or service to become employed by or a consultant to any person (other than company); or approach any person, employee, consultant, director or officer of the company or any prospective client, customer, supplier, or licensor of the company for any of the aforesaid purposes or authorise the taking of such actions by any person or assist or participate with or provide information to any such person in taking such action.

You hereby agree and acknowledge that the above terms are reasonable and necessary to safeguard and protect the company's rights and interest. In the event that any court of competent jurisdiction determines that the extent, duration and/or the geographical scope are unreasonable and that the same, to such an extent is unenforceable, it is agreed that the provision shall remain in full force and effect for the greatest extent, duration and geographical extent that would not render it unenforceable

11. COMPANY POLICIES & REGULATIONS

You must comply with all directions given by the company and you must observe all existing rules, regulations, policies, procedures, practices and arrangements pertaining to the management of the company's properties, works, business and the conduct of the company's employees

12. COMPLIANCE & CODE OF CONDUCT

You are required to observe all relevant corporate policies and regulations which are now in force, or from time to time, published or laid down by the company. Situations that have not been envisaged could arise and the company reserves the right to modify, revoke, suspend, terminate or change in whole or in part, at any time, with or without notice any information in relation to these policies.

Compliance with the company's Code of Conduct is a condition for continued employment and part of your performance appraisal. You should note that no gifts in cash or in kind may be offered to or accepted from any person in the employment of, or connected with, any of the company's employees, clients or the public

13. OTHER TERMS & CONDITIONS OF EMPLOYMENT

You hereby agree:

You will not enter into any outside employment or engage in any private business activities, whether alone or jointly with another, through or on behalf of any person, firm or entity, or through nominees or affiliates, on your own account or as agent for or on behalf of any other person, be directly or indirectly employed, whether as an employee, consultant or any other capacity, without the written consent from the company. Any contravention of this clause may lead to immediate termination without any compensation.

You are not party to or bound by any employment agreement, non-competition agreement or confidentiality agreement with any person or entity other than the company.

As a process, each and every employee has to go through the standard Background verification and reference check process, in case of any gap/s found at any point of time, your employment will be terminated with immediate effect due to the Background verification failure.

You will not raise any claim against company or company will not have any liability, obligation or responsibility on account of any misconduct, misbehavior, harm or any kind of damage due to third party (including but not limited to any client, merchant, partner, customer, users or any other person). You shall take reasonable effort to prevent and avoid any misconduct, misbehavior, harm or any kind of damage by third party and only you shall be liable to all consequences including damages, if any, with respect to all such action taken. You shall not be entitled to claim that such action was pursuant to or required as part of your employment, since the company does not endorse or encourage any such behavior or conduct.

14. GOVERNING LAW

This Letter of Employment and the rights, duties and liabilities of the parties hereto shall be construed in accordance with and be governed by the laws of India. Disputes between the company and the Employee shall first be sought to be resolved amicably in accordance with the rules and regulations of the

company. Any disputes that cannot be resolved through amicable discussions shall be subject to the jurisdiction of courts in Bengaluru, Karnataka

15. MISCELLANEOUS

Notices: All notices to the company shall be addressed to its head office address. Notices to the Employee shall be addressed to the below address

63Ideas Infolabs Private Limited, 4th Floor, Site No. 9, 1st C Main Road, Sarjapur Road, Jakkasandra, Bengaluru, Karnataka 560034

If any provision of this agreement is or becomes illegal or unenforceable, the parties agree to substitute such provision in a manner that leaves the parties in the same or nearly similar position as if such provision were legal or enforceable. The parties agree that in the event any provision of this agreement is determined to be unenforceable by a court due to its scope, such provision shall be modified to permit its enforcement to the maximum extent permitted by applicable law

The provisions of this agreement may be amended, supplemented or waived only by the written agreement of the parties

If you are agreeable to the above, please acknowledge your acceptance of this Employment Agreement, and its terms and conditions, by signing the copy and returning it to the HR Department under a PRIVATE & CONFIDENTIAL cover within 2 days from the date of this letter

The company reserves the right to amend, add or delete any of the employment terms, including remuneration, due to change in company policy from time to time. Changes of company policy of this nature will be announced in writing and circulated as internal memoranda or displayed on notice boards

ANNEXURE-I

COMPENSATION PACKAGE

Compensation Details:

ANNEXURE A - SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	161160	13430
Employer PF	19344	1612
Employer ESI	8796	733
Food and Mobile Allowance	24000	2000
CTC	213300	17775
Employee PF	19344	1612
Employee ESI	3240	270
Professional Tax	2400	200
Employer PF	19344	1612
Employer ESI	8796	733
Total Deductions	53124	4427
Net Pay Before Tax	160176	13348
Variable	86700	
Total CTC	300000	

Summary

Component	Monthly Earning
Monthly Fixed Pay	Rs. 13,347
Monthly Variable Pay (@100% Performance)	Rs. 7,225
Monthly Fixed Allowance (For Petrol Expense)	Rs. 1,500
Total Monthly Payout	Rs. 22,072

Clarifications

- **Professional tax** - Rs 200 per month
- **Income tax** - As per applicable law
- **ESI Contribution** - 4.75% of Gross

- **PF contribution** - 12% of Basic pay up to Rs.1800 per month for each employee and employer contribution
- **Variable Pay** - is a potential earning on your individual performance at your career level. The payout % is based on specific metrics and parameters which will be discussed with you upon joining. Your Variable pay can range anywhere from **0 to 200%** and will be paid out subject to you being on the rolls of the company on the date of disbursement of these payouts
- **Variable Payout** - Variable payout for an applicable period will be paid along with the consecutive month salary. In case of monthly variable pay cycle, you will not receive variable pay in the first month salary payout – this will have paid from second month onwards (Eg: JAN month variable pay will be paid in FEB month payroll along with salary)
- **Monthly Fixed Allowance** - Employee who are eligible for the monthly fixed allowance, will be calculated based on number of present days and will be paid accordingly. Allowance will be paid along with consecutive month salary payout
- **Payroll cutoff** - Employee who join us on or before 20th of the month, will be part if same month payroll. If your joining date is on or after 21st of the month, your first month salary would be paid along with second month payout. Salary will be paid on LWD of the month

We welcome you as a member of the team and look forward to your contributions to our success. We believe you will find your career both **challenging and rewarding**.

The Company, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

Yours sincerely, For 63Ideas Infolabs Private Limited,



Vasudevan Chinnathambi | Co-Founder & Director

I, _____ (*full name*) have read and understood the terms and conditions stated herein and confirmed my acceptance of the offer and its conditions. I also confirm that I have not been convicted of any offence or crime punishable by law.

Signature:

Date:

JOINING DOCUMENTS

On your joining date, as part of joining formalities please submit the list of documents mentioned below to the HR department

- Photocopies of educational documents from 10th till highest qualification (All marks cards, Pass certificate & Degree/Convocation certificate)
- 3 Passport size photographs
- Relieving letter and Experience certificate from all previous employer
- Recent 3 months' salary statement of last 2 employments, if applicable
- Income tax computation sheet and Form 16
- 2 sets photocopy of Passport, PAN card, Aadhaar card, Driving license and voter ID
- PF number and UAN number for PF formalities
- Personal bank accounts last 2 months' statements/photocopy of passbook
- One cancelled cheque

Kindly be at office at 10 AM on 28 June 2018

63Ideas Infolabs Private Limited.

LETTER OF EMPLOYMENT

(Private & confidential)

Dear Suryanarayana,

Based on the interactions with you we are pleased to offer you the position of **Sales Executive - General Trade** in **General Trade** department at **63Ideas Infolabs Private Limited** (hereinafter referred to as "**Company**"). The key terms & conditions are given below.

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You may be posted/ transferred to any other place or offices of the company or its affiliates, as the company may, from time to time, deem necessary. By such posting, you will be governed by the terms and conditions of service applicable to the new assignment. Further, in the course of your employment, you may be required to undertake such travel as may reasonably be required in connection with the performance of your duties

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Your remuneration will be periodically reviewed as per the company's policies. Your increments and promotions shall be at the discretion of the company and will be subject to and on the basis of your Skill, Performance and Behavior

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The company will normally continue employment during the notice period. It is the Company's prerogative however, to immediately accept the resignation. Any leaves taken during Notice period may result in extending the notice period to that effect. Privilege leave can be availed during notice period only in case of emergencies and with prior approval from the manager, except on the last working day. In case of a business impact due to such leaves during notice period, notice period may be extended by same number of days.

Unauthorized absence or Absence without permission from duty for a continuous period of **3 days**, company may construe this as an act of abandonment and will proceed with Absconding process as per the HR policy. In such case your employment shall automatically come to an end without any notice of termination or notice pay. company will recover the notice period pay from pending settlement and post that F&F settlement will be done

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In case of employees in PIP, termination may come into immediate effect once the PIP period over and if the desired performance levels are not met by the employee. In such case, company is liable only for payment for the number of days worked by you

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All company property must be returned to the HR Department including but not limited to office keys, building pass, security card, cabinet keys, corporate/membership cards, laptop, computer, mobile, tablet, mobile SIM, company visiting cards, internet data card, all records and documents, including copies thereof, and any other properties which have been provided to you by the company.

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The term confidential Information includes but is not limited to

- (a) Information or material proprietary to the company, including information relating to the company and in business affairs, including its trade secrets
- (b) Information of or provided by its customers, clients, vendors, suppliers, consultants or service providers
- (c) Information designated as confidential, or which information is reasonably known to be confidential
- (d) Information created, discovered, developed or made known to the company from the date hereof or arising out of the performance of your obligations ("confidential Information")

During, or at any time after the termination of employment with the company, use for self or others, or disclose or divulge to others including your future employees/employers, any trade secrets, confidential information, or any other proprietary data of the company is violation of this agreement. The company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time.

9. INTELLECTUAL PROPERTY

You agree that all intellectual property, including without limitation, inventions, improvements, discoveries and copyrights ("Intellectual Property") made from the date hereof, either by yourself or jointly with any

other person(s), which relate to or are connected or are capable of being used in connection with the company's business activities, is and will become the sole property of the company.

You shall disclose fully to the company such Intellectual Property and any Inventions (as defined below), and at the request and at the expense of the company, take such steps as may be necessary for the company to obtain applicable protection for such Intellectual Property and Inventions. You shall, at the expense of the company (but for no extra consideration), assign absolutely and beneficially all such Intellectual Property (including in connection with the Inventions) to the company or as it may direct.

You hereby further acknowledge that you do not have any right, claim, interest in any Intellectual Property owned or used by the company

If, before employment with company, you have created any Inventions that you wish not to be subject to this Agreement, you may communicate the same to HR department immediately. Your failure to accordingly communicate the Inventions and attach the same hereto shall constitute a representation by you that you have no such Inventions

“Inventions” includes, but is not limited to, the following: All ideas, circuits, schematics, patterns, compilations, devices, databases, technology, algorithms, trade secrets, mask works, concepts, methodologies, customer lists, goodwill, trademarks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed (by you or anyone else), all discoveries, developments, designs, improvements, inventions, formulae, processes, methods, works of authorship, articles, books, manuals, techniques, computer software or hardware programs, strategies, know-how and data, whether or not patentable or registerable, and all work product, whether created by you either individually or jointly with others, prior to or in the course of your employment

Your employment with the company is on a whole time basis. While you are in the services of the company, you are not permitted to directly or indirectly, engage yourself or devote any time or attention to any full time or part time employment, trade, business or occupation, with or without remuneration, for any third person or concern (including self-employment). You shall also not undertake or be interested, either directly or indirectly, in any activities, which are contrary to or inconsistent with your employment with the company or the company’s interest. You shall devote yourself exclusively to the business of the company. Any breach of this condition on your part may lead to the immediate termination of your employment with the company without notice period or pay

During the course of your employment, if you conceive of any new or advanced methods, inventions, designs or improvements, processes/systems or any other form of intellectual property, in relation to the operation of the company, all such developments shall be communicated to the company and will be and remain the sole right/property of the company and you shall execute documents and do all things necessary to enable the company to obtain all rights to the same

10. RESTRICTIVE COVENANTS

For and in consideration of the compensation to be paid by the company pursuant to the terms hereof, and in recognition of the fact that you shall have access and be privy to confidential Information and other valuable rights of the company, on account of your designation, the sufficiency whereof you hereby acknowledge, you covenant and agree that, based on sole discretion of the company, at any time, during your employment and

for a period of one (1) year thereafter directly carry on or be connected with, as an employee or otherwise in any business, individual, partnership, firm, corporation, limited liability company or other entity for carrying on similar business as the company which may result in competition or have adverse effect to the company’s business.

You further agree that, from the date hereof and for a period of one (1) year after the termination of your employment, for any reason whatsoever, you shall not knowingly, directly or indirectly, by yourself or jointly with another, or for or on behalf of any entity, as principal, agent or otherwise: cause, induce or encourage any actual or prospective client, customer, supplier, or licensor of the company (including any existing or former customer of the company and any person that becomes a client or a customer of the company after the date hereof), or any other person who has a business relationship with the company, to terminate or change any such actual or prospective relationship in a manner which would be adverse to the company; circumvent the company in any manner and deal or attempt to deal directly with any or the aforesaid persons or entities; solicit, entice or induce or in any manner attempt to solicit, entice or induce any individual employed by, acting as a consultant to, or serving as a director or officer of, the company or any entity that after the date hereof is employed by or provides a service to conduct the business of the company on the company’s behalf to leave such position, engagement or service to become employed by or a consultant to any person (other than company); or approach any person, employee, consultant, director or officer of the company or any prospective client, customer, supplier, or licensor of the company for any of the aforesaid purposes or authorise the taking of such actions by any person or assist or participate with or provide information to any such person in taking such action.

You hereby agree and acknowledge that the above terms are reasonable and necessary to safeguard and protect the company's rights and interest. In the event that any court of competent jurisdiction determines that the extent, duration and/or the geographical scope are unreasonable and that the same, to such an extent is unenforceable, it is agreed that the provision shall remain in full force and effect for the greatest extent, duration and geographical extent that would not render it unenforceable

11. COMPANY POLICIES & REGULATIONS

You must comply with all directions given by the company and you must observe all existing rules, regulations, policies, procedures, practices and arrangements pertaining to the management of the company's properties, works, business and the conduct of the company's employees

12. COMPLIANCE & CODE OF CONDUCT

You are required to observe all relevant corporate policies and regulations which are now in force, or from time to time, published or laid down by the company. Situations that have not been envisaged could arise and the company reserves the right to modify, revoke, suspend, terminate or change in whole or in part, at any time, with or without notice any information in relation to these policies.

Compliance with the company's Code of Conduct is a condition for continued employment and part of your performance appraisal. You should note that no gifts in cash or in kind may be offered to or accepted from any person in the employment of, or connected with, any of the company's employees, clients or the public

13. OTHER TERMS & CONDITIONS OF EMPLOYMENT

You hereby agree:

You will not enter into any outside employment or engage in any private business activities, whether alone or jointly with another, through or on behalf of any person, firm or entity, or through nominees or affiliates, on your own account or as agent for or on behalf of any other person, be directly or indirectly employed, whether as an employee, consultant or any other capacity, without the written consent from the company. Any contravention of this clause may lead to immediate termination without any compensation.

You are not party to or bound by any employment agreement, non-competition agreement or confidentiality agreement with any person or entity other than the company.

As a process, each and every employee has to go through the standard Background verification and reference check process, in case of any gap/s found at any point of time, your employment will be terminated with immediate effect due to the Background verification failure.

You will not raise any claim against company or company will not have any liability, obligation or responsibility on account of any misconduct, misbehavior, harm or any kind of damage due to third party (including but not limited to any client, merchant, partner, customer, users or any other person). You shall take reasonable effort to prevent and avoid any misconduct, misbehavior, harm or any kind of damage by third party and only you shall be liable to all consequences including damages, if any, with respect to all such action taken. You shall not be entitled to claim that such action was pursuant to or required as part of your employment, since the company does not endorse or encourage any such behavior or conduct.

14. GOVERNING LAW

This Letter of Employment and the rights, duties and liabilities of the parties hereto shall be construed in accordance with and be governed by the laws of India. Disputes between the company and the Employee shall first be sought to be resolved amicably in accordance with the rules and regulations of the

company. Any disputes that cannot be resolved through amicable discussions shall be subject to the jurisdiction of courts in Bengaluru, Karnataka

15. **MISCELLANEOUS**

Notices: All notices to the company shall be addressed to its head office address. Notices to the Employee shall be addressed to the below address

63Ideas Infolabs Private Limited, 4th Floor, Site No. 9, 1st C Main Road, Sarjapur Road, Jakkasandra, Bengaluru, Karnataka 560034

If any provision of this agreement is or becomes illegal or unenforceable, the parties agree to substitute such provision in a manner that leaves the parties in the same or nearly similar position as if such provision were legal or enforceable. The parties agree that in the event any provision of this agreement is determined to be unenforceable by a court due to its scope, such provision shall be modified to permit its enforcement to the maximum extent permitted by applicable law

The provisions of this agreement may be amended, supplemented or waived only by the written agreement of the parties

If you are agreeable to the above, please acknowledge your acceptance of this Employment Agreement, and its terms and conditions, by signing the copy and returning it to the HR Department under a PRIVATE & CONFIDENTIAL cover within 2 days from the date of this letter

The company reserves the right to amend, add or delete any of the employment terms, including remuneration, due to change in company policy from time to time. Changes of company policy of this nature will be announced in writing and circulated as internal memoranda or displayed on notice boards

ANNEXURE-I

COMPENSATION PACKAGE

Compensation Details:

ANNEXURE A - SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	161160	13430
Employer PF	19344	1612
Employer ESI	8796	733
Food and Mobile Allowance	24000	2000
CTC	213300	17775
Employee PF	19344	1612
Employee ESI	3240	270
Professional Tax	2400	200
Employer PF	19344	1612
Employer ESI	8796	733
Total Deductions	53124	4427
Net Pay Before Tax	160176	13348
Variable	86700	
Total CTC	300000	

Summary

Component	Monthly Earning
Monthly Fixed Pay	Rs. 13,347
Monthly Variable Pay (@100% Performance)	Rs. 7,225
Monthly Fixed Allowance (For Petrol Expense)	Rs. 1,500
Total Monthly Payout	Rs. 22,072

Clarifications

- ♦ **Professional tax** - Rs 200 per month
- ♦ **Income tax** - As per applicable law
- ♦ **ESI Contribution** - 4.75% of Gross

- ♦ **PF contribution** - 12% of Basic pay up to Rs.1800 per month for each employee and employer contribution
- ♦ **Variable Pay** - is a potential earning on your individual performance at your career level. The payout % is based on specific metrics and parameters which will be discussed with you upon joining. Your Variable pay can range anywhere from **0 to 200%** and will be paid out subject to you being on the rolls of the company on the date of disbursement of these payouts
- ♦ **Variable Payout** - Variable payout for an applicable period will be paid along with the consecutive month salary. In case of monthly variable pay cycle, you will not receive variable pay in the first month salary payout – this will have paid from second month onwards (Eg: JAN month variable pay will be paid in FEB month payroll along with salary)
- ♦ **Monthly Fixed Allowance** - Employee who are eligible for the monthly fixed allowance, will be calculated based on number of present days and will be paid accordingly. Allowance will be paid along with consecutive month salary payout
- ♦ **Payroll cutoff** - Employee who join us on or before 20th of the month, will be part if same month payroll. If your joining date is on or after 21st of the month, your first month salary would be paid along with second month payout. Salary will be paid on LWD of the month

We welcome you as a member of the team and look forward to your contributions to our success. We believe you will find your career both **challenging and rewarding**.

The Company, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

Yours sincerely, For 63Ideas Infolabs Private Limited,



Vasudevan Chinnathambi | Co-Founder & Director

I, _____ (full name) have read and understood the terms and conditions stated herein and confirmed my acceptance of the offer and its conditions. I also confirm that I have not been convicted of any offence or crime punishable by law.

Signature:

Date:

JOINING DOCUMENTS

On your joining date, as part of joining formalities please submit the list of documents mentioned below to the HR department

- ♦ Photocopies of educational documents from 10th till highest qualification (All marks cards, Pass certificate & Degree/Convocation certificate)
- ♦ 3 Passport size photographs
- ♦ Relieving letter and Experience certificate from all previous employer
- ♦ Recent 3 months' salary statement of last 2 employments, if applicable
- ♦ Income tax computation sheet and Form 16
- ♦ 2 sets photocopy of Passport, PAN card, Aadhaar card, Driving license and voter ID
- ♦ PF number and UAN number for PF formalities
- ♦ Personal bank accounts last 2 months' statements/photocopy of passbook
- ♦ One cancelled cheque

Kindly be at office at 10 AM on 28 June 2018