



Dated: Nov 23, 2022

Dear Rishabh Rana,  
Bangalore

We are pleased to offer you an appointment with **Eatgood Technologies Pvt Ltd** on the terms and conditions as per attached and as follows:

### **1. Position**

You will be appointed as **Software Development Engineer** in **Technology** department. You will be assigned your Reporting Manager post Joining. The Firm reserves the right, to make reasonable changes to any of your terms of employment, which will be communicated to you in writing.

### **2. Date of Commencement**

Your date of commencement is **Jul 03, 2023**. You will be initially based out of **Bangalore**. You will be required to travel / relocate from time to time within India as business requires.

### **3. Remuneration**

You will be entitled to a compensation of **INR 1100000** - Rupees Eleven Lakh Only Per annum + **Retention Bonus : INR 200000 On completion of 1 year from date of joining** . . You will be responsible for payment of your personal income tax as per all applicable Indian tax laws. Firm's policy on remuneration reviews is that they are conducted annually and are discretionary. Your performance will be measured annually to culminate in a decision so as to measure the quantum of bonus and change of role and responsibilities. The final decision to execute these recommendations rests with the management. The Firm will be entitled, at any time during your employment, or in the event of termination, to deduct from your salary any money due to the firm, including, but not limited to loans or advances, and any excess holiday pay.

You will be paid monthly on or around the last working day of each month or as determined, for the period covering the first day to the last day of each month.

### **4. Medical Benefits**

You will be covered under "Medical Insurance" as per the Company's policies.

### **5. Probation**

You will be on probation for a period of Three (3) months and subject to your performance during this period, the firm, at its sole discretion, will either confirm you, or take a decision to release you from the services. This appointment is subject to one months' notice in writing by either party during the period of probation. The firm reserves the right to terminate your services during the probation period by giving you a notice of one month or salary in lieu of one month.

### **6. Hours of Work**

Your normal hours of work will be as approximately 9 hours.

### **7. Annual Leave and Holidays**

You will be entitled for accrual of One Casual/Sick leave every month you work. Additionally, you will be entitled for Fifteen Privilege Leaves for the calendar year to be accrued on pro-rata basis. You are encouraged to refer to Leave Policy for more details.

You will be entitled to holidays as declared by the firm every year and the same will be displayed in GreyTHR for reference

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EATGOOD TECHNOLOGIES PRIVATE LIMITED

CIN: U74900KA2015PTC080961

#2346, Siri Shambhavi, 3rd & 4th Floor, 17th Cross, Sector 1, HSR Layout, Bengaluru - 560 102

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### **8. Termination of Employment**

This appointment is subject to One Month's notice in writing by either party subject to the following additional obligations where termination takes place in the following:

#### **8 (i) Termination of employment by you**

You are required to provide us with a minimum of 1 months' notice if you decide to terminate your employment with us. In the event that you:

- Fail to provide a minimum of 1 months' notice; or
- Fail to work through that 1 months' notice period and co-operate in an orderly handover of your work, you shall forfeit the equivalent pay in notice. If having agreed to provide this period of notice when terminating your employment, you nonetheless fail to give or work that period of notice, then you shall forfeit the equivalent pay in lieu of notice.

#### **8 (ii) Termination of your employment by the firm**

Firm retains its right to summarily dismiss an employee without pay in the appropriate circumstances such as when you have been considered guilty of misconduct or fraudulence. For a period, equivalent to notice period, the Firm may, in circumstances in which it reasonably believes that you are guilty of misconduct or in breach of your employment terms in order that the circumstances giving rise to that belief may be investigated, suspend you from the performance of your duties or exclude you from any premises of the Firm and need not give any reason for so doing. Remuneration will not cease to be payable by reason only of such suspension or exclusion.

### **9. Restrictions after termination**

You covenant with us that you will not at any time in any Capacity in any Restraint Area during the Restraint Period: Induce or attempt to induce any of the employees of Eatgood Technologies Pvt Ltd to terminate the agreements or contracts with Eatgood Technologies Pvt Ltd.

I. Solicit or attempt to solicit the business or customer of any client of Eatgood Technologies Pvt Ltd (excluding persons who become clients of Eatgood Technologies Pvt Ltd after the date of termination of the employment), or any person who during the twelve months preceding termination of the employment with Eatgood Technologies Pvt Ltd.

II. Solicit or attempt to solicit the business or customer of any person whose business or customer Eatgood Technologies Pvt Ltd was, to your knowledge, cultivating at the time of termination of your employment with Eatgood Technologies Pvt Ltd. You separately enter into each of the covenants resulting from the combination of each separate Capacity in clause 'a' and with each separate Restraint Period with Eatgood Technologies Pvt Ltd. Each of those covenants constitutes a separate covenant given by you. If any one or more of those separate covenants is or becomes invalid or unenforceable for any reason, that invalidity or unenforceability will not affect the validity or enforceability of any of the other separate covenants which remain binding on you.

You acknowledge that these obligations are:

- a) Fair and reasonable regarding the subject matter, area, and duration.
- b) Reasonably required by Eatgood Technologies Pvt Ltd to protect its business and goodwill and financial interests.
- c) Given voluntarily and without any coercion or pressure.

If any provision is void, voidable by each party, unenforceable or illegal it must be read down so as to be valid and enforceable or, if it cannot be read down, the provision (or where possible, the offending words) must be severed from this obligation without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of these obligations which must continue in full force and effect.

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#### **10. Undertaking/Code of Conduct/Code of Business Ethics**

All aspects of the Firm's business as well as clients are to be treated as strictly private and confidential. Accordingly, all staff is required to sign and return the attached "Undertaking to Employer". Likewise, the Firm has an internal Code of Conduct and Code of Business Ethics, a copy of which can be found and again you are requested to sign.

#### **11. Firm Property**

In order to perform your duties on behalf of **Eatgood Technologies Pvt Ltd**, you may be supplied with property and information, which belongs to the Firm.

On termination of your employment, you will immediately return all property and information properly belonging to the Firm, which was supplied to you.

#### **12. Confidentiality Undertaking**

You shall at all times treat as and keep confidential all information that is the property of **Eatgood Technologies Pvt Ltd** that has not lawfully entered the public domain, which includes but is not limited to the names and other information contained within the **Eatgood Technologies Pvt Ltd** Database (as defined below), which you may become aware of during the course of your employment.

You shall not use or divulge any of the information referred to above either during the period of employment or after employment ceases, other than:

- in the ordinary course of your employment.
- With the **Eatgood Technologies Pvt Ltd** prior written consent.
- For the purpose of obtaining legal or financial advice; or
- Where ordered to disclose by a Court, Commission, or Tribunal or mediation conference in any jurisdiction.
- In this clause "Database" includes but is not limited to:
  - names, addresses and phone numbers of sellers, buyers and prospective sellers and buyers or the names addresses and phone numbers of any property owner on whose behalf a property is managed by Eatgood Technologies Pvt Ltd.
  - financial information
  - budgets
  - **Eatgood Technologies Pvt Ltd** contract information

Your appointment is subject to the enclosed undertaking regarding confidential information and occupations in conflict with the Firm's interest.

#### **13. Firm Policies**

It is an essential condition of your employment that you must comply with all existing, reviewed and new Firm policies and procedures. Any breach of Firm policies or procedures may lead to disciplinary action.

#### **14. IT Policy**

The Firm has an IT Policy, which covers the acceptable use of these systems, which you may be required to access at some stage in the course of your employment with Eatgood Technologies Pvt Ltd.

#### **15. Sexual Harassment**

It is Eatgood Technologies Pvt Ltd's policy to prohibit in our workplace any conduct, which constitutes sexual harassment.

It guarantees to deal with allegations of harassment seriously, promptly and in confidence and undertakes to protect from victimization of those employees who complain about sexual harassment.

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**16. Severance**

If any provision of this contract of employment is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this contract shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this contract.

**17. General**

- a) You will be required to apply yourself wholly to the Firm's business and no work is to be undertaken in a private capacity which conflicts with that of the Firm's.
- b) In the event of any disagreement over the interpretation of the above, the decision of the directors will be final.

**18. Background Verification**

Validity of this offer is subject to positive clearance of the Background Verification Process carried out by Eatgood Technologies Pvt Ltd.

If the terms and conditions in this contract are acceptable to you, please sign and return this contract to us.

On behalf of **Eatgood Technologies Pvt Ltd**, Congratulations on your new role.

We look forward to work with you.  
For EatGood Technologies Pvt. Ltd.

Sandipan Mitra  
Director

**Accepted: Rishabh Rana**

Signature..... Date 1st, December, 2022

