



Offer of Employment

Name: Navansh Gupta
Address: Gurgaon
Date: October 24th, 2022

Dear Navansh,

We are pleased make a provisional offer to you on the following terms & conditions:

Designation: Analyst- Enterprise Onboarding

Compensation: Rs. 5,50,000/- (INR 5,00,000/-Fixed + 50,000/- Annual Retention Bonus)

Date of Joining: July 3rd, 2023

1) Appointments and Reporting

- a. The terms and conditions of appointment shall be effective from your date of joining.
- b. Your Official working hours will be 9:30AM to 6:30PM from Monday to Friday. However, the official working days may vary depending on the needs of work and instruction of business head, which shall be final and binding on the employees.
- c. This Appointment shall stand null and void if any particulars furnished by you, are found to be incorrect on verification by the Company at any point in time.

2) Salary Revision

- a. Your Cost to the Company (CTC) shall be as per Annexure 'I' and may be subject to change from time to time by the Company. You will participate in the Company Provident Fund Scheme as applicable to your category of employees.
- b. You shall be responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from the remuneration. The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.
- c. Your salary package is based on, besides your overall experience level in the industry, your educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to you is peculiar and personal to you. Any comparison of the same with the salary packages of other employees, based purely on the total experience level in the industry, may be unrealistic, misleading and invidious.
- d. You will appreciate that information relating to your remuneration package is strictly confidential and hence request you maintain this confidentiality.

Unicommerce ESolutions Pvt. Ltd.

*Corporate office: Landmark House, Plot No. 65, 2nd Floor, Sector 44, Gurgaon Haryana 122003
Tel + 91-8287790222, Email- contactus@unicommerce.com, Web: www.unicommerce.com
CIN Np. U74140DL2012PTC230932*

3) **Place of Work**

Your initial posting will be at **Sector 44, Gurgaon**. 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.

4) **Probation/Confirmation**

You will be on probation for a period of Three (3) months from the date of your joining. The Company reserves the rights to reduce/ dispense with or extend your probation period at its absolute discretion.

Your confirmation will be subject to satisfactory performance during the probationary period & submission of the complete documents. In case of previous experience you are required to submit your relieving letter within 3 months of your joining.

5) **Termination**

a) During probation period your services can be terminated by **Unicommerce eSolutions** by giving 10 days written notice to you or payment of salary in lieu thereof. However, **Unicommerce eSolutions** may relieve you at any time during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

b) After confirmation, **Unicommerce eSolutions** can terminate your services by giving 2 month's written notice to you or payment of salary in lieu thereof. However, **Unicommerce eSolutions** may relieve you at any time during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

c) **Unicommerce eSolutions** has the right to terminate your service without notice or payment of salary in lieu thereof if you commit any breach of your duties and responsibilities under this contract of service or are found guilty of any gross negligence or misconduct which contravenes the express or implied conditions of your service.

d) Absence for a continuous period of 3 days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

6) **Notice**

Before confirmation an employee has to serve 10 days notice or payment of salary in lieu thereof

After confirmation, you may resign from services by giving 2 month's written notice to **Unicommerce eSolutions** or payment of salary in lieu thereof. If the exigencies of work so require, **Unicommerce eSolutions** may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to **Unicommerce eSolutions** to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

7) **Leaves and Other Service Benefits**

You will be entitled to leave, holidays and other service benefits as per the rules of the management as framed from time to time.

8) **Responsibilities & Duties**

a) 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

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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 shall call for disciplinary action being taken against you, as it may deem fit and appropriate.

- b) You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the written permission from the Company. Also, at any point of time you cannot indulge in any part time, full time, temporary employment along with your present employment without prior written approval of the management.
- c) You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealing with the company and if you are offered any, you should immediately report the same to the management.

9) **Confidential Information Agreement** You will be employed by **Unicommerce eSolutions** in a capacity in which you will or may receive confidential information, which is of value to **Unicommerce eSolutions**. You therefore agree to abide by the following terms and conditions:

- a) Your employment creates a relationship of confidence and trust between you and **Unicommerce eSolutions** with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this Agreement, all such confidential, proprietary or trade secret information will be referred to as confidential information.
- b) **Confidential Information includes without limitation:** All software developed or licensed by or for **Unicommerce eSolutions** or licensed to **Unicommerce eSolutions** by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports and customer information.
 - i. Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of **Unicommerce eSolutions** .
 - ii. Any information or material not described above which relates to **Unicommerce solution's** inventions, technological developments, "know-how", purchasing, accounting, merchandising, or licensing.
 - iii. Any information of the type described above which **Unicommerce eSolutions** has a legal obligation to treat as confidential, or which **Unicommerce eSolutions** treats as proprietary or designates as confidential, whether or not owned or developed by **Unicommerce eSolutions**.
 - iv. Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that you would have learned in the course of similar employment elsewhere.

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- a) At all times, both during and after your employment with **Unicommerce eSolutions**, you will hold Proprietary Information in confidence. You will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other **Unicommerce eSolutions** employees or authorized third parties as may be necessary in the ordinary course of performing your duties for **Unicommerce eSolutions** or otherwise as directed by **Unicommerce eSolutions** .
- b) You agree that you have not brought any proprietary information of a former employer to **Unicommerce eSolutions** and that you will not use any proprietary information of a former employer in the performance of your work with **Unicommerce eSolutions** unless you have written authorization from your former employer.
- c) You will promptly disclose to **Unicommerce eSolutions** all ideas, processes, inventions, modification, and improvements (collectively referred to as "Inventions") relating to any work or business carried on by **Unicommerce eSolutions** , conceived by you alone or with others during the term of your employment, whether or not conceived during regular business hours.
- d) All such Inventions shall be the sole and exclusive property of **Unicommerce eSolutions**. You also agree to execute without receiving additional compensation:
 - i. Any formal documents necessary to assign any Inventions to **Unicommerce eSolutions** ; and
 - ii. All documents required to obtain a patent, register a copyright, or enforce **Unicommerce eSolutions** rights in such Inventions. These obligations shall continue beyond the termination of employment with respect to Inventions you conceive or make during the period of your employment.
- e) You will not during your employment with **Unicommerce eSolutions** carry on either alone or in partnership or be directly or indirectly employed or concerned in any business undertaking other than that of **Unicommerce eSolutions** , except as a shareholder in a public quoted company unless you have obtained the previous written consent of **Unicommerce eSolutions** .

Further, you will not accept gifts, entertainment or other favors from persons or bodies with which **Unicommerce eSolutions** has business dealings unless you have obtained the previous written consent of **Unicommerce eSolutions**.

- f) You will not recruit or hire any **Unicommerce eSolutions** employee for six months after termination of your employment with **Unicommerce eSolutions** without **Unicommerce eSolutions** express written consent.
- g) You shall upon termination of your employment with **Unicommerce eSolutions** and upon **Unicommerce eSolutions** request reaffirm your recognition of the importance of maintaining the confidentiality of **Unicommerce eSolutions** Proprietary Information and reaffirm all of the obligations set forth in this Agreement.
- h) You shall upon termination of your employment with **Unicommerce eSolutions** return all property belonging to **Unicommerce eSolutions** , including without limitation all Proprietary Information, documents, software, discs, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards, and/or company automobile.

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- i) **Unicommerce eSolutions** proprietary rights and confidential information are amongst the Company's most important assets, and as a condition of your employment you are required to sign the Company's Proprietary Information Agreement. A breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

10) Non – Compete

In signing this letter of appointment as acceptance, you agree that during the period of 1 year following the termination of services, you shall not:

- a) You are not supposed to associate yourself with any competitor company for next one year and in case you join any competitor company you will be held responsible for civil and criminal liabilities in the jurisdiction of India.
- b) Disclose any confidential information or trade secret of the Company or any of its affiliates to any unauthorized person or persons or misuse the confidential information or trade secrets of the Company or any of its affiliates.
- c) If at any given point in time it has been found that you are associated with any competitor company, In that case company shall not be liable to pay any dues to you.

Yours sincerely



Authorized Signatory
Unicommerce eSolutions Pvt. Ltd.

DECLARATION

I, _____ agree with all the above terms and conditions of employment with Unicommerce. I also confirm that I have read, understood and agree to comply with the Proprietary Information Agreement, Code of Ethics & Business Conduct and Personal Data Transfer. I shall commence employment with effect from _____.

Signature:

Date:

Compensation & Benefits

1. All entitlements given below are applicable after you have joined Unicommerce. The entitlements are subject to company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.
2. These entitlements shall cease upon the termination of your employment with Unicommerce. These entitlements may also cease if you need to take long-termed personal leave of absence. You will need to check with your local HR team for details.
3. The Company, at any time, reserves the right to review and restructure its Compensation Package.
4. **House Rent Allowance**
This is a part of your annual gross salary and paid as a fixed component.
5. **Conveyance**
This part of fixed compensation will be given as per the company policy to communicate you to the place of work.
6. **Leave Travel Assistance**
This is a part of your annual gross salary, which will be reimbursed against actual bills within the specified limits, subject to prevailing Indian Income Tax regulations. The payment of LTA will be governed by the company policy.
7. **Medical Reimbursement**
This is a part of fixed annual package, which will be reimbursed periodically against actual bills within the specified limits in terms of the company policy. Any unclaimed amount would be paid after deduction of tax as may be applicable at the end of the financial year.
8. **Special Allowance**
It will be treated as a fixed component and would be subject to PF deduction if opted for same.
9. **Employee Liability**
All relocation expenses reimbursed by the company to the employee or incurred by the company on the employee's behalf whether for travel, shipping, boarding and lodging or any other, will be fully refundable to the company should the employee leave the company's service for any reason whatsoever before the end of one year from date of joining. The company is free to deduct this amount from any monies due to the employee. Relocation and related expense thereof are taxable and such tax will be payable by the employee.
10. In addition to the limits specified in the Relocation clause, the company will provide boarding & lodging for the employee, either at the company's transit flat, or at a hotel of the company's choice, for a period of 15 days. Expenses should be submitted to the company after the initial period of stay at the Guest House / Hotel provided by the company. The employee relocating and requiring accommodation should inform the HR Department in advance.

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Annexure A		
Fixed CTC	41,667	5,00,000
Salary Breakup	Monthly	Yearly
Basic	20,833	2,50,000
House Rent Allowance	10,417	1,25,004
Leave Travel Allowance	2,000	24,000
Special Allowance	6,616	79,396
Reimbursements		
Telephone	-	-
Gross Compensation	39,867	4,78,400
P.F. (Employer's Contribution)	1,800	21,600
Annual Compensation	41,667	5,00,000
Annual Retention Bonus		50,000
Total Annual Compensation		5,50,000

You will be eligible for Medical Insurance Coverage for Self, Parents, Kids and spouse	5,00,000 PA
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Other Benefits:

1. Gratuity: Eligibility on completion of 5 years of employment with the company.
2. Personal Accidental Coverage: 2 times of your annual CTC or 10 Lacs whichever is higher.

**Note:*

1. You would be eligible for the next annual performance appraisal and compensation increment in April 2024. This will be as per our company policy and the increment would be on a prorated basis based on the date you join the organization.
2. You will be eligible for the Retention Based Bonus on completion of 1 year within the company. If you resign before one year of service, cease to work actively in an equivalent position for any reason, or fail to meet the requirements outlined by the manager, you will no longer be eligible for the said bonus.