



Vipin Gupta Jaipuria Lucknow <vipin.gupta@jaipuria.ac.in>

FW: Selected Students::Adomantra Digital India Pvt. Ltd

1 message

Mithu Gupta <mithu.gupta@jaipuria.ac.in>
Reply-To: mithu.gupta@jaipuria.ac.in
To: placement.team@jaipuria.ac.in

Mon, Jan 14, 2019 at 4:49 PM

Dear Colleagues,

FYI pls.

Regards

Mithu Gupta

Sent: Monday, January 14, 2019 4:28 PM
To: mithu.gupta@jaipuria.ac.in
Subject: Selected Students::Adomantra Digital India Pvt. Ltd

Good Evening Ms. Gupta,

Congratulations!

Would like to extend my sincere thanks to you and your team in providing with the bright and enthusiastic students.

Apropos to our discussion, PFH the list of students that have been selected by the successive interview processes conducted by Adomantra Digital India Pvt. Ltd.

1. Abhinav Singh
2. Rishabh Verma
3. Esmita Chaudhary
4. Yashaswi Kumar

We want the students to join us by 21st January,2019. Would appreciate your confirmation on the same.

Regards



OFFER CUM APPOINTMENT LETTER

Aritra Mukherjee
CA-114, 4/203, Bidhan Nagar,
West Bengal - 700156
India

Dear Aritra,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **CS Team Manager** at India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your employment with Amazon India will commence on **17-June-2019**.

2. Duties

2.1 You will be employed in the position of **CS Team Manager**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

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REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road,
Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : +91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :
U72200KA2004FTC034233

2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

2.4 Unless specified in writing, you shall not be authorized to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business-hours of work which will apply to you will be advised on commencement of employment. You may be required to work in shifts for different workhours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and thereafter, from time to time, as required. Certain business teams also operate on 24x7 basis and hence may have rotational shifts or related requirements for their respective team members. Please refer to Amazon's Policies and Procedures for further details.

4. Place of Work

Your "Primary Work Location" will be your home address mentioned above, or such other home address as Amazon may approve from time to time, and the provisions of the Telecommuting Policy shall be applicable to the same. While you will primarily be working from such an approved home location, you may be required to travel to any of Amazon India's or its affiliate's facilities based on business requirements. You would also be required to inform Amazon India whenever there is a change in the address aforementioned and the Company reserves the right to either accept or reject such a change.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you

from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

5. Remuneration

- 5.1 Your Annual Base Pay will be Rs.600,000 per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and /or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.
- 5.4 You will also receive a sign-on bonus of Rs.250,000 for the first year and Rs.225,000 for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

6. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organization will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

8. Confidential Information and Confidentiality Obligations

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
 - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;
 - (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;

- (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
- (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
- (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
- (12) any information derived from any of the above, including any intellectual property rights attached thereto; and (13) any copies of the above mentioned information.

8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or

business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company

prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- (2) During the course of your employment with the Company, and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

9. Intellectual Property Rights

9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

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Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :
U72200KA2004FTC034233

amazon | Development Centre
India

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are

not entitled to any further consideration in any form or manner whatsoever in relation thereto.

9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

10. Non-Solicitation

10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and

10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

11. Employee Data Protection

11.1 You authorize Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.

11.2 You further authorize the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorized to access this database.

12. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

13. Termination of Employment

13.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.

13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;

- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

14. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

16. New Hire Background Investigation

16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.

16.2 You authorize Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.

16.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 12 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

17. Foreign Nationals

17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorization or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.

17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.

17.3 It is made clear that possessing valid work permit / authorization at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

18. Representations and Warranties

You hereby represent and warrant to the Company that:

18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;

- 18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);
- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

19. Other Particulars

- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognized courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

21. Waiver

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

22. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

23. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

24. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

25. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

26. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

27. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

28. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

29. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

30. Survival

Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.

You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.
For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By _____

Signed By: JAYANTA GHOSH
Date: 2019.06.11 04:30:20 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



OFFER CUM APPOINTMENT LETTER

Arpita Sinha
D1-134, Aashiyana , Kalindipuram,
Allahabad, Uttar Pradesh - 211011
India

Dear Arpita,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **CS Team Manager** at India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth herein below. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer-cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

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1. Date of Commencement

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2. Duties

2.1 You will be employed in the position of **CS Team Manager**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

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REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road,
Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :

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2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

2.4 Unless specified in writing, you shall not be authorized to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business hours of work which will apply to you will be advised on commencement of employment. You may be required to work in shifts for different workhours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and thereafter, from time to time, as required. Certain business teams also operate on 24x7 basis and hence may have rotational shifts or related requirements for their respective team members. Please refer to Amazon's Policies and Procedures for further details.

4. Place of Work

Your "Primary Work Location" will be your home address mentioned above, or such other home address as Amazon may approve from time to time, and the provisions of the Telecommuting Policy shall be applicable to the same. While you will primarily be working from such an approved home location, you may be required to travel to any of Amazon India's or its affiliate's facilities based on business requirements. You would also be required to inform Amazon India whenever there is a change in the address aforementioned and the Company reserves the right to either accept or reject such a change.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you

from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

5. Remuneration

- 5.1 Your Annual Base Pay will be Rs.600,000 per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and/or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.
- 5.4 You will also receive a sign-on bonus of Rs.250,000 for the first year and Rs.225,000 for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

6. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organization will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

8. Confidential Information and Confidentiality Obligations

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
- (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;
 - (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;

- (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
 - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
 - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
 - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and (13) any copies of the above mentioned information.

8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or

business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company

prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

9. Intellectual Property Rights

9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

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amazon | Development Centre
India

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are

not entitled to any further consideration in any form or manner whatsoever in relation thereto.

9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

10. Non-Solicitation

10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and

10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

11. Employee Data Protection

11.1 You authorize Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.

11.2 You further authorize the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorized to access this database.

12. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking.

13. Termination of Employment

13.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.

13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;

- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

14. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

16. New Hire Background Investigation

16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.

16.2 You authorize Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.

16.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 12 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

17. Foreign Nationals

17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorization or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.

17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.

17.3 It is made clear that possessing valid work permit / authorization at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

18. Representations and Warranties

You hereby represent and warrant to the Company that:

18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;

- 18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);
- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

19. Other Particulars

- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognized courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

21. Waiver

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

22. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

23. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

24. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

25. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

26. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

27. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

28. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.



29. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

30. Survival

Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.

You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment. For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By

Signed By: JAYANTA GHOSH
Date: 2019.06.11 04:30:20 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.

P 125



OFFER CUM APPOINTMENT LETTER

Shourya Srivastava
D-102/103 Mount view apartment, Jakhan,, Rajpur road,
Dehradun
IND

Dear Shourya,

On behalf of Amazon Development Centre (India) Private Limited, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055, Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to Issue this Offer cum Appointment Letter for the position of CSIN Team Mgr at Noida, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before 10 business days.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your employment with Amazon India will commence on 17-Jun-2019.

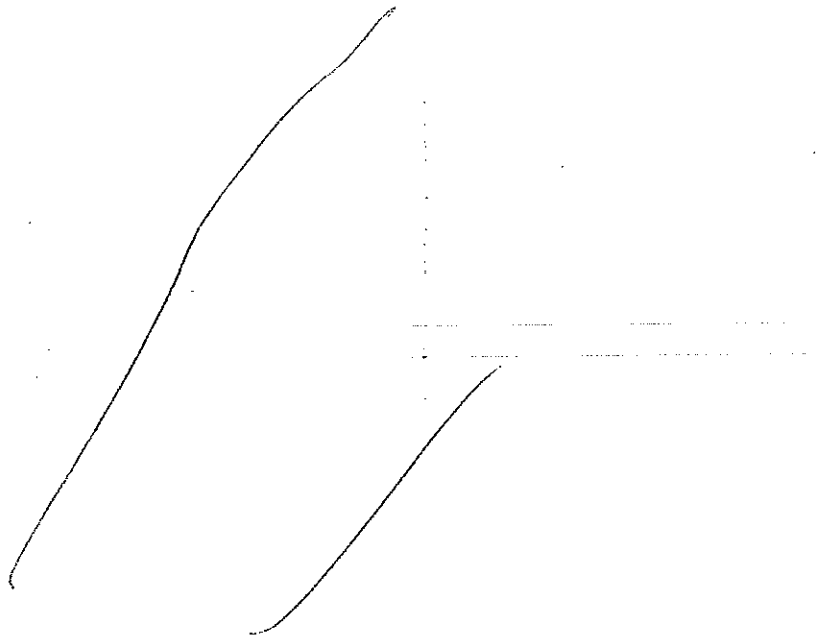
2. Duties

2.1 You will be employed in the position of CSIN Team Mgr. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your

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U72200KA2004FTC034233

Acknowledged by shourya.srivastava.191@jaipuria.ac.in (Shourya Srivastava)



Shourya Srivastava
D-102/103 Mount view apartme
Dehradun
IND



manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

4. Place of Work

Your initial place of work will be at Amazon India's facility in Noida. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

5. Remuneration

- 5.1 Your Annual Base Pay will be Rs.600,000 per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will also receive a sign-on bonus of Rs.250,000 for the first year and Rs.225,000 for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

6. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

7. Leave



Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

8. Confidential Information and Confidentiality Obligations

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;

- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
 - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;
 - (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
 - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with



the Company, whether or not such products or services are marketed, sold, or provided by the Company; and

- (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
- (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
- (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
- (13) any copies of the above mentioned information.

8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any

applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

9. Intellectual Property Rights

9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential

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India

Information and all rights to secure registrations, renewals and extensions of the same;

- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the Improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and Improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.

9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

10. **Non-Solicitation**

10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and

10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

11. **Employee Data Protection**

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India

- 11.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 11.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

12. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking.

13. Termination of Employment

- 13.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.
- 13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:
- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
 - (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
 - (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
 - (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
 - (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
 - (vi) commit any act detrimental to the interest of Amazon India;

(vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

14. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures.

16. New Hire Background Investigation

16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.

16.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.



16.3 In case you are hired from campus and results for your examination are still awaited, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon reserves the right to take action including termination of your employment without notice.

17. Foreign Nationals

17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.

17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.

17.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

18. Representations and Warranties

You hereby represent and warrant to the Company that:

18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;

18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;

18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party (including a former employer);

- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

19. Other Particulars

- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

21. Waiver



Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

22. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

23. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

24. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

25. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction,

restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

26. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

27. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

28. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

29. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

30. Survival



Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By

Signed by: JAYANTA GHOSH
Date: 2019.06.11 13:29:20 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



04 July 2019

PRIVATE & CONFIDENTIAL

To whom it may concern,

Re: Zarin Maruf

Address: 15/3, Mayur Bhanj Road,, Ekbalpore, Mominpore, Kolkata, 700 023

This letter is to confirm that **Zarin Maruf** is currently employed at Amazon Development Centre (India) Private Limited.

Zarin Maruf is employed as a **TL- FP** and commenced employment with Amazon on **08 July 2019**.

The above information is given in the strictest confidence and with no liability accepted by the company or any of our employees. This information should not be divulged to any third party without first seeking permission from the respective Amazon entity.

On behalf of

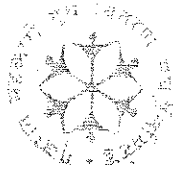
Amazon Development Centre (India) Private Limited

Kind Regards,

A handwritten signature in black ink that reads "Arijit Basu". The signature is written in a cursive, flowing style.

Arijit Basu

Sr. Manager, HR Operations – HR Services



Gujarat Co-operative Milk Marketing Federation Limited

C - 2/192, Palm Spring Villa, API Ansal, Lucknow 226037

Phone - 8188005223-24

LZO: PSNL:2216

27.03.2019

Shri Ashish Kumar Tekriwal
59, Bhatdiha
Godda - 814 133
JHARKHAND

Dear Shri Ashish Kumar Tekriwal,

APPOINTMENT LETTER

With reference to your application and subsequent interview, we are pleased to appoint you as under:

DESIGNATION	:	TERRITORY SALES INCHARGE - I
PLACE OF POSTING	:	RANCHI BRANCH OFFICE
HEADQUARTER	:	RANCHI
REPORTING TO	:	BRANCH MANAGER, RANCHI
BASIC SALARY	:	RS. 13000/- P.M.
PAY SCALE	:	RS. 13000-550-26750/-

Your appointment is subject to following terms and conditions:

TERMS & CONDITIONS

- 1.01 At the time of reporting for duty, you are required to produce Relieving Certificate from the last employer, if any, together with certified copy of the same.
- 1.02 You will be required to work as per rules and regulations of Federation in force from time to time.
- 1.03 You will be entitled to all the allowances and benefits as per the rules and regulations of the Federation in force from time to time.
- 1.04 You will be on probation for a period of ONE YEAR with effect from the date of joining and unless confirmed in writing, you will continue to be on probation even after the end of the period of one year. You will not be entitled to any increment during probation period. Probation period can be extended, if necessary.

pu

- 1.05 If any time during your probation period the Medical Officer of the Federation finds you mentally and/or physically unfit for employment, your services may be terminated by giving you ONE month notice in writing.
- 1.06 Management reserves the right to discontinue your services during or at the end of probation period by giving you ONE month notice, if the Management is of the opinion that you are not able to achieve the required level of efficiency or even for any other reason.
- 1.07 You are required to give ONE month notice in writing to the Federation while leaving services during the probation period.
- 1.08 You will have to take necessary preventive medical treatment as and when required and as directed by your superiors.
- 1.09 You will not be allowed to pursue any further academic and/or professional education whatsoever during your employment with the Federation without obtaining prior written permission from the Management.
- 1.10 You will not be allowed to accept any part-time employment elsewhere during your employment with the Federation.
- 1.11 You can be transferred to any place in India as and when required by the Federation.
- 1.12 You will not divulge to others any information that may come within your knowledge by virtue of your employment with the Federation.
- 1.13 You will have to reside at the place where you are posted.
- 1.14 You will have to join all the staff benefit schemes of the Federation as and when you become eligible as per the rules of the said schemes.
- 2.01 As and when you are confirmed in the services, after the successful completion of the probation period, the following further terms and conditions shall be applicable to you.
- 2.02 If the date of your confirmation in the services of Federation is between 1st October and 31st of March (both dates inclusive), the date of first increment in your basic salary will be next 1st of April, similarly, if the date of your confirmation in the services of Federation is between 1st of April and 30th September (both dates inclusive), the date of your first increment in your basic salary will be next 1st of October.
- 2.03 The date of increment normally will remain same, either 1st April or 1st October.
- 2.04 If at any time during your service, the Medical Officer of the Federation finds you mentally and/or physically unfit for employment, your services may be terminated by giving you THREE months notice in writing or by paying Three months wages in lieu thereof.
- 2.05 The Federation can terminate your services at any time by giving you THREE months notice in Writing or by paying THREE months wages in lieu thereof.

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- 2.06 You are required to give THREE months notice in writing or to make payment of THREE months wages, in lieu thereof, to the Federation while leaving its services.
- 2.07 You will retire on your attaining the age of 60(sixty) years.
- 3.01 A sheet showing the outline of your Roles & Responsibilities is enclosed herewith.
- 3.02 Your approximate pay details is enclosed as Annexure -I.
- 3.03 You are requested to report for duty on or before 01 April 2019 at :

Gujarat Co-operative Milk Marketing Federation Ltd.,
-Krishi Utpadan Bazar Samiti
Godown No.5, Terminal Market Yard
Pandra
Ranchi - 834 005

- 3.04 We are sending this appointment letter in duplicate. If you accept this offer and terms and conditions enumerated above, please return duplicate copy duly signed so as to reach us within 07 days from the date of receipt of this letter failing which this appointment letter is liable to stand cancelled without further reference to you.

Shri Ashish Kumar Tekriwal, we hope that your association with us will be a mutually beneficial and fruitful relationship.

Yours faithfully,


(N.S. SINHA)
ZONAL INCHARGE

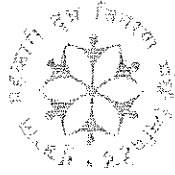
I accept the above appointment with the terms and conditions mentioned herein and shall report for duty on _____.

Date : _____ Name: _____

Station : _____ Signature: _____

cc: HO-Admin-Anand
cc: Branch Manager, Ranchi
cc: ZCAM (VII), Lucknow
cc: Accts Pay Roll/Int.Audit/P.File-LZO

me



Gujarat Co-operative Milk Marketing Federation Limited

C - 2/192, Palm Spring Villa, API Ansal, Lucknow-226030

Phone : 8189005223-24

LZO: PSLN:2218

27.03.2019

Shri Mohammad Anas
A-48, Ali Miyan Colony
Raebareilly - 229 001
UTTAR PRADESH

Dear Shri Mohammad Anas,

APPOINTMENT LETTER

With reference to your application and subsequent interview, we are pleased to appoint you as under:

DESIGNATION	:	TERRITORY SALES INCHARGE - I
PLACE OF POSTING	:	KANPUR BRANCH OFFICE
HEADQUARTER	:	KANPUR
REPORTING TO	:	BRANCH MANAGER, KANPUR
BASIC SALARY	:	RS. 13000/- P.M.
PAY SCALE	:	RS. 13000-550-26750/-

Your appointment is subject to following terms and conditions:

TERMS & CONDITIONS

- 1.01 At the time of reporting for duty, you are required to produce Relieving Certificate from the last employer, if any, together with certified copy of the same.
- 1.02 You will be required to work as per rules and regulations of Federation in force from time to time.
- 1.03 You will be entitled to all the allowances and benefits as per the rules and regulations of the Federation in force from time to time.
- 1.04 You will be on probation for a period of ONE YEAR with effect from the date of joining and unless confirmed in writing, you will continue to be on probation even after the end of the period of one year. You will not be entitled to any increment during probation period. Probation period can be extended, if necessary.

Ju

- 1.05 If any time during your probation period the Medical Officer of the Federation finds you mentally and/or physically unfit for employment, your services may be terminated by giving you ONE month notice in writing.
- 1.06 Management reserves the right to discontinue your services during or at the end of probation period by giving you ONE month notice, if the Management is of the opinion that you are not able to achieve the required level of efficiency or even for any other reason.
- 1.07 You are required to give ONE month notice in writing to the Federation while leaving services during the probation period.
- 1.08 You will have to take necessary preventive medical treatment as and when required and as directed by your superiors.
- 1.09 You will not be allowed to pursue any further academic and/or professional education whatsoever during your employment with the Federation without obtaining prior written permission from the Management.
- 1.10 You will not be allowed to accept any part-time employment elsewhere during your employment with the Federation.
- 1.11 You can be transferred to any place in India as and when required by the Federation.
- 1.12 You will not divulge to others any information that may come within your knowledge by virtue of your employment with the Federation.
- 1.13 You will have to reside at the place where you are posted.
- 1.14 You will have to join all the staff benefit schemes of the Federation as and when you become eligible as per the rules of the said schemes.
- 2.01 As and when you are confirmed in the services, after the successful completion of the probation period, the following further terms and conditions shall be applicable to you.
- 2.02 If the date of your confirmation in the services of Federation is between 1st October and 31st of March (both dates inclusive), the date of first increment in your basic salary will be next 1st of April, similarly, if the date of your confirmation in the services of Federation is between 1st of April and 30th September (both dates inclusive), the date of your first increment in your basic salary will be next 1st of October.
- 2.03 The date of increment normally will remain same, either 1st April or 1st October.
- 2.04 If at any time during your service, the Medical Officer of the Federation finds you mentally and/or physically unfit for employment, your services may be terminated by giving you THREE months notice in writing or by paying Three months wages in lieu thereof.
- 2.05 The Federation can terminate your services at any time by giving you THREE months notice in Writing or by paying THREE months wages in lieu thereof.

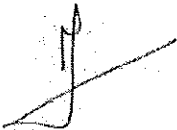
- 2.06 You are required to give THREE months notice in writing or to make payment of THREE months wages, in lieu thereof, to the Federation while leaving its services.
- 2.07 You will retire on your attaining the age of 60(sixty) years.
- 3.01 A sheet showing the outline of your Roles & Responsibilities is enclosed herewith.
- 3.02 Your approximate pay details is enclosed as Annexure -I.
- 3.03 You are requested to report for duty on or before 01 April 2019 at :

Gujarat Co-operative Milk Marketing Federation Ltd.,
16/72 A, Civil Lines
Kanpur - 208 001
Uttar-Pradesh

- 3.04 We are sending this appointment letter in duplicate. If you accept this offer and terms and conditions enumerated above, please return duplicate copy duly signed so as to reach us within 07 days from the date of receipt of this letter failing which this appointment letter is liable to stand cancelled without further reference to you.

Shri Mohammad Anas, we hope that your association with us will be a mutually beneficial and fruitful relationship.

Yours faithfully,



(N.S. SINHA)
ZONAL INCHARGE

I accept the above appointment with the terms and conditions mentioned herein and shall report for duty on _____.

Date : _____ Name: _____

Station : _____ Signature: _____

cc: HO-Admin-Anand
cc: Branch Manager, Kanpur
cc: ZCAM (VII), Lucknow
cc: Accts Pay Rol/Int.Audit/P.File-LZO





Asian Paints Limited
B1/A11, Mohan Co. Op. Industrial Estate,
Main Mathura Road, Badarpur
New Delhi-110044
Tel: 011-30852500-02
Fax-011-30852990
www.asianpaints.com

Date: 27th March, 2019

Dear Mr. Akash Bajpai,

This has reference to the interview held on 17th October, 2018. We are pleased to make an offer of appointment to you for the position of **OFFICER I – SALES** in our organization.

Location: Asian Paints Ltd, Khasra No 476 and 477 village jungle Sikri Post Jungle Chawri Thana kharoabar Disst Gorakhpur -273010

The compensation offered to you on joining will be as follows:

(All figures are in INR)

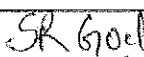
Headings	During Probation	Upon Confirmation
Basic	15000	15000
HRA	8000	8000
Education Allowance	800	800
Consolidated Allowance	17647	17647
PF	1800	1800
Gratuity	722	722
Total	43969	43969
LTA	0	8000
Bonus	0	51000
CTC	527622	586622

The detailed terms and conditions of your employment and compensation will be given in the appointment letter which will be handed over to you at the time of joining.

Your appointment to the services of the Company is subject to medical fitness as certified by the Company's Medical Consultant or any other Doctor nominated by the Company, and background verification check.

This offer of appointment is valid until 27th March 2019 for acceptance. If we do not hear from you by 27th March 2019 i.e. the date on which the validity for acceptance expires, this offer of appointment shall be treated as withdrawn. Your expected date of joining is 1st April, 2019. In case you fail to join us by 1st April, 2019 this offer shall be automatically treated as withdrawn.

Thanking you,
For Asian Paints Ltd.


Samridhi Goel
Manager – Human Resources



Asian Paints Limited
B1/A11, Mohan Co. Op. Industrial Estate,
Main Mathura Road, Badarpur
New Delhi-110044
Tel: 011-30852500-02
Fax-011-30852990
www.asianpaints.com

Date: 27th March, 2019

Dear Mr. Kartik Srivastava,

This has reference to the interview held on 17th October, 2018. We are pleased to make an offer of appointment to you for the position of **OFFICER I – SALES** in our organization.

Location: Asian Paints Limited, D 58/30C, 2nd floor, Above Suzuki Showroom, Opp. Hotel Siddhartha, Sigra, Varanasi- 221010

The compensation offered to you on joining will be as follows:

(All figures are in INR)

Headings	During Probation	Upon Confirmation
Basic	15000	15000
HRA	8000	8000
Education Allowance	800	800
Consolidated Allowance	17647	17647
PF	1800	1800
Gratuity	722	722
Total	43969	43969
LTA	0	8000
Bonus	0	51000
CTC	527622	586622

The detailed terms and conditions of your employment and compensation will be given in the appointment letter which will be handed over to you at the time of joining.

Your appointment to the services of the Company is subject to medical fitness as certified by the Company's Medical Consultant or any other Doctor nominated by the Company, and background verification check.

This offer of appointment is valid until 27th March 2019 for acceptance. If we do not hear from you by 27th March 2019 i.e. the date on which the validity for acceptance expires, this offer of appointment shall be treated as withdrawn. Your expected date of joining is 1st April, 2019. In case you fail to join us by 1st April, 2019 this offer shall be automatically treated as withdrawn.

Thanking you,
For Asian Paints Ltd.

Samridhi Goel
Manager – Human Resources



Asian Paints Limited
B1/A11, Mohan Co. Op. Industrial Estate,
Main Mathura Road, Badarpur
New Delhi-110044
Tel: 011-30852500-02
Fax-011-30852990
www.asianpaints.com

Date: 27th March, 2019

Dear Mr. Sheikh Anas Ahmad,

This has reference to the interview held on 18th October, 2018. We are pleased to make an offer of appointment to you for the position of **OFFICER I – PROJECT SALES** in our organization.

Location: Asian Paints Ltd. Khasra No.5, Sector-132 Near JBM Global School Village-Rohillapur
NOIDA – 201304 (UP)

The compensation offered to you on joining will be as follows:

(All figures are in INR)

Headings	During Probation	Upon Confirmation
Basic	15000	15000
HRA	9000	9000
Education Allowance	800	800
Consolidated Allowance	17647	17647
PF	1800	1800
Gratuity	722	722
Total	44969	44969
LTA	0	8000
Bonus	0	51000
CTC	539622	598622

The detailed terms and conditions of your employment and compensation will be given in the appointment letter which will be handed over to you at the time of joining.

Your appointment to the services of the Company is subject to medical fitness as certified by the Company's Medical Consultant or any other Doctor nominated by the Company, and background verification check.

This offer of appointment is valid until 27th March 2019 for acceptance. If we do not hear from you by 27th March 2019 i.e. the date on which the validity for acceptance expires, this offer of appointment shall be treated as withdrawn. Your expected date of joining is 1st April, 2019. In case you fail to join us by 1st April, 2019 this offer shall be automatically treated as withdrawn.

Thanking you,
For Asian Paints Ltd.

Samridhi Goel
Manager – Human Resources



Asian Paints Limited
B1/A11, Mohan Co. Op. Industrial Estate,
Main Mathura Road, Badarpur
New Delhi-110044
Tel: 011-30852500-02
Fax-011-30852990
www.asianpaints.com

Date: 27th March, 2019

Dear Mr. Shubhanshu Kumar,

This has reference to the interview held on 11th October, 2018. We are pleased to make an offer of appointment to you for the position of OFFICER I – SALES in our organization.

Location: Asian Paints Ltd. unit no 101-04, Eldeco Corporate Tower, Plot No. TC-13/V-16 , Vibhuti Khand, Gomti Nagar , Near Lohiya Hospital, Lucknow-226010

The compensation offered to you on joining will be as follows:

(All figures are in INR)

Headings	During Probation	Upon Confirmation
Basic	15000	15000
HRA	8000	8000
Education Allowance	800	800
Consolidated Allowance	17647	17647
PF	1800	1800
Gratuity	722	722
Total	43969	43969
LTA	0	8000
Bonus	0	51000
CTC	527622	586622

The detailed terms and conditions of your employment and compensation will be given in the appointment letter which will be handed over to you at the time of joining.

Your appointment to the services of the Company is subject to medical fitness as certified by the Company's Medical Consultant or any other Doctor nominated by the Company, and background verification check.

This offer of appointment is valid until 27th March 2019 for acceptance. If we do not hear from you by 27th March 2019 i.e. the date on which the validity for acceptance expires, this offer of appointment shall be treated as withdrawn. Your expected date of joining is 1st April, 2019. In case you fail to join us by 1st April, 2019 this offer shall be automatically treated as withdrawn.

Thanking you,
For Asian Paints Ltd.

Samridhi Goel
Manager – Human Resources

Caringly yours



Bajaj Allianz General Insurance Company Limited

Appointment letter of Abhishek Dubey
Page number 1 of 8

Date: 5 August, 2019

Employee Code: PR22783

Strictly Confidential

Abhishek Dubey
Jaipuria Institute Of Management, Placement Cell
Vineet Khand, Gomti Nagar
Lucknow-226010

Dear Abhishek

This has reference to your application and subsequent discussions. We are pleased to offer you the position of "Executive Trainee" at Bajaj Allianz General Insurance Company Limited. You are expected to apply yourself diligently during the training period and make full use of the learning opportunities being provided to you.

1. Training Period

The training period shall be for one year from **5 August, 2019 to 5 August, 2020** and the training period may be extended, at the sole discretion of the Company, on account of your nonperformance and the decision of the Company on your non performance shall be final and binding. You will be automatically deemed to be under extended training period provided you get a written communication on your confirmation. The Company may at anytime, at its sole discretion may, instead of extending the training period, terminate your training either during the training period or at the end of training period or during deemed extended training period, as the case may be.

2. Location

Your place of posting will be **Lucknow**. However, the Company reserves the right to transfer you to any other location where the Company has office or newly established office as per the requirements of the Company. Your training are transferable at short notice, to any department or to any Office, Branch, division of this Company or you will be sent on deputation to any subsidiary Company/holding Company/group Company/ fellow subsidiary Company/group Company associate Company/affiliate entity of this Company or to any other incorporated Company/unincorporated entities, as per the discretion of this Company. In the event of your transfer/deputation, as the case may be, the terms and conditions of Training outlined herein shall continue to apply along with any modifications thereof as may be applicable. However, you shall be required to adhere to the rules and regulations as prevalent at the new place of posting/new company to which you are sent on deputation.

3. Stipend Package

(a) Your stipend package will be as detailed in Annexure A. The stipend package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time.

(b) If entitled, you shall become a member of Provident Fund and Trainees Pension Scheme and other applicable Trainee Welfare/ Benefit Schemes as presently applicable and as may be modified from time to time.

(c) If you were subscribing to the Trainees Provident Fund and Family Pension Scheme or Trainees Pension Scheme in your previous training, you shall furnish the full particulars such as your Account Number, family particulars etc. at the time of joining

4. Job Description

Although your normal work will consist of the duties assigned to you from time to time, you may at any time be called upon to discharge any other duties which in the opinion of the Company are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

5. Medical Fitness

Your appointment and continuation during training period is subject to your being found fit in the pre-training Medical Examination and in any Medical Examination during the course of your training period as may be prescribed by the Company.

6. Leave

(a) You will be entitled for leave and paid holidays as per the policy of the Company as presently applicable and as may be modified from time to time. However, even if there is sufficient leave balance to your credit, you cannot remain absent from duty/office [for the reason other than due to your sickness or similar urgency which is beyond your control] without prior sanction from competent authority. Further, any such unauthorized absence continuously for more than the specified number of days as per policy of the Company will be treated as "absconding/disappearing" in which case your services are liable to be terminated, at the option of the Company, by initially giving one notice to you after expiry of unauthorized absence for more than the specified number of days as per policy of the Company and thereafter, by giving a further notice, if need be, in which case your services will automatically stand terminated for absconding/disappearing at the expiry of the period mentioned in the above further notice. Provided further, the service of notice referred to hereinabove may be served by the Company at your email address available with the Company which will be deemed to be sufficient service of notice without any further need to send such notice by courier/registered post AD/speed post/certificate of posting etc.,

(b) Upon your retirement, voluntary resignation or termination simplicitor of your services by the Company, the accrued Earned Leaves will be encashed at the rate of Basic Salary for the number of Earned leaves to your credit. Provided however, if there are any acts, commissions and omissions on your part for which disciplinary action is pending or contemplated, then notwithstanding voluntary resignation or otherwise, encashment of Earned Leaves will depend upon the final outcome of such disciplinary proceedings pending/contemplated and or as per legal provisions. Explanation: For the purpose of this clause, the usage of one month's Basic salary shall mean "Fixed Basic Salary" as mentioned in Annexure A [under the head "Fixed Basic"] attached hereto. It is further clarified that the corresponding Basic Salary actually applicable at the time of retirement, voluntary resignation or termination simplicitor, as the case may be, shall apply.

7. Compliances

You shall be responsible to meet all requirements under Indian Tax Laws, including tax compliance and filing of tax returns. The Company may withhold from any stipend or benefits payable to you, all Central, State, or other taxes as may be required to be paid by you pursuant to any legislation, regulation or notification.

8. Code of Conduct

You shall at all times during training period comply with the service regulations, Code of Conduct for the employees, etc. presently applicable and amended from time to time.

9. Retirement

The normal age of your retirement shall be 58 years and accordingly it is the condition of training that you will automatically retire on attaining the age of 58 years and no further notice whatsoever to you will be necessary in this regard. However the Company may, in its discretion require you to retire at any age after attaining the age of 50 years without assigning any reason whatsoever.

10. Other Terms and Conditions

(a) During your training period, you will be subject to the service Rules regulations applicable from time to time.

(b) The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Company subsequently during the course of your training period.



- (c) Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and procedures of the Company as presently applicable and as may be amended from time to time.
- (d) You will not, during the continuance of your training period undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, or profession whatsoever. You will devote your whole time and attention to your duties with us.
- (d) You shall not during the course of your training period engage, participate, whether directly or indirectly in any business competitive to the business of the Company.
- (e) You shall not do anything or cause to do anything, which shall bring dishonour and/or disrepute to the Company or engage in unlawful/immoral activities.
- (f) If at any time you involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Company the details thereof.
- (g) You shall not at anytime use your association with the Company to gain unfair advantage for personal purposes.
- (i) In compliance of various statutory provisions and to ensure the safety of its women trainees, Bajaj Allianz General Insurance Company Limited shall not require any of its women trainees to remain in the office and work beyond 7 PM. In the event a woman trainee needs to stay back after 7 PM on account of official work she has to inform the same to her reporting authority and obtain approval for the same and for any reason whatsoever such instances of staying back in office after 7 PM shall not be more than five times in a month.
- (j) It shall be the responsibility of the Branch Head/ Office Head to ensure that no women trainee stays back to work in the office after 7 PM without the approval from her reporting authority.

11. Termination:

(A) During Probation and after confirmation:

- (a) It is understood and agreed that during probation or after confirmation, this engagement/your services (i) may be terminated, at anytime, by either party without assigning any reasons by giving to the other party notice in writing of 30 days, in which case the termination shall take effect at the end of such notice period, and (ii) is/are liable to be terminated by either party with immediate effect, at anytime, without assigning any reasons, by:
- (1) Employee paying 30 days' Basic Salary, in lieu of 30 days' notice, to the Company, (2) Company paying to the employee an amount equivalent to 30 days' Gross Salary, in lieu of 30 days' notice.
- (b) In the event the termination of this engagement/your services with 30 days' notice is at the instance of the Employee:
- (i) Who has not requested a specific date for relieving, [before expiry of 30 days' notice period required to be served as per this appointment letter] then the Company at its sole discretion reserves the right to relieve the Employee on any date during the notice period by waiving the notice period in full or part by paying to the Employee, prorata Gross salary for the notice period/balance notice period waived. Acceptance of salary in lieu of notice period or for the balance notice period shall be deemed that the Employee has agreed to be relieved [upon resignation] on the date with effect from which the Company has waived the notice.
- (ii) Who has requested a specific date for relieving, [before expiry of 30 days' notice period required to be served as per this appointment letter] then the Employee shall pay prorata Basic salary in lieu of balance notice period sought to be waived by the Company. Provided further that even if the employee has requested a specific date for relieving, the Company at its sole discretion reserves the right to relieve the Employee on any date before the requested specific date by paying to the Employee, prorata Gross salary for the balance notice period till the specific date requested by employee. Acceptance of prorata Gross salary, in lieu of balance notice period till the specific date requested by employee shall be deemed that the Employee has agreed to be relieved [upon resignation] on the date with effect from which the Company has waived the notice.
- For the purpose of sub-clauses (a) and (b), (1) the usage of 30 days' Gross salary or salary shall mean "Gross Salary" as mentioned in Annexure A [under the component "Total Fixed Pay "] attached hereto, and (2) the

Caringly yours



Bajaj Allianz General Insurance Company Limited

Appointment letter of Abhishek Dubey
Page number 4 of 8

usage of 30 days' Basic salary shall mean "Fixed Basic Salary" as mentioned in Annexure A [under the head "Fixed Basic"] attached hereto. It is hereby clarified that the corresponding amounts actually applicable at the time of issuance of termination notice shall apply.

(B) Notwithstanding what is stated in other clauses of this Appointment Letter, During Probation and After confirmation, at the sole discretion of the Company your services are liable to be terminated without any notice or without payment of any salary in lieu of notice, in the event of your involvement in any misconduct or misdemeanour or you are/have been convicted by any competent court of law for any criminal offence/s [which may or may not be directly connected with the business of the Company] and in such cases even if you submit resignation such resignation shall be deemed to have been automatically rejected upon issuing of show cause notice by the Company and the employee shall continue to be bound by the disciplinary proceedings initiated by issuing the show cause notice. Once the misconduct, misdemeanour or any criminal offence/s are brought to the notice of the employee by personal delivery or by RPAD or by speed post or by certificate of posting or by Email and the employee abruptly stop coming to work under alleged resignation not accepted by the Company, then such absence shall be treated as unauthorized absence coming under absconding definition with consequences, which is without prejudice to taking disciplinary proceedings. In this regard it is clarified that any acts of Sexual Harassment as per provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any amendments/new legislation shall be treated as a Misconduct attracting the suitable disciplinary action.

(C) Upon the termination of your employment/engagement, you shall return to the Company all documents and/or copies thereof and any other articles/properties belonging to the Company, including Identity Card, data card, Laptop etc., which may at the relevant time be in your possession. Failing to so return to the Company shall be treated as criminal breach of trust, attracting suitable criminal action by the Company.

12. Reservation of Rights

In the event of your leaving the service of the Company for any reason, you shall immediately repay all outstanding amounts due from you to the Company.

The Company at all times reserves the rights to have a lien over the dues payable to you for recovery of cash advances / loans advanced to you by the Company and which are outstanding against your name. Your obligation to repay the outstanding amounts will not cease till the time the outstanding dues have been paid back to the Company, even if you have been relieved from the service of the Company. In the event of your leaving the training period of the Company without settling amounts due from you to the Company or if the same are not recoverable, either in full or part, from the dues payable to you by the Company, the Company shall reserve the right to institute appropriate remedial proceedings to recover the outstanding amounts.

13. Confidential Information

(a) You acknowledge that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, training and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Company's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Company.

(b) You hereby agree that you will not, at any time during or after your training period with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of, the Company. For the purpose of this paragraph, the term "Company" shall also include all affiliates of the Company.

(c) Any disclosure which has not been expressly authorised by the Company shall be called 'unauthorised disclosure' For the purpose of this paragraph; the term "Company" shall also include all affiliates of the Company.

(d) Unauthorised Disclosure and use of confidential information constitutes a serious misconduct & the Company shall be entitled to take appropriate disciplinary action against you including termination of service.

Disclosure and use of Confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings, including but not limited to seeking an 'order of injunction'.

Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to be made under any applicable law you shall inform the Company either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

14. Non-Solicitation

In consideration of the benefits and payments provided under this Appointment Letter read with further amendments/modifications, if any, and to protect the business, customers, workforce and other legitimate business interests of the Company, You hereby agree and undertake as under:

You shall not during your employment (including during any notice period or any garden leave, if applicable) or for one (1) year immediately following the date of termination or cessation of your employment with the Company, whether on your own behalf or in conjunction with or on behalf of any other person, company, business entity or other organisation (and whether as an employee, director, principal, agent, consultant or in any other capacity whatsoever) of whatsoever, directly or indirectly:-

- (a) (i) induce, or (ii) solicit, or (iii) entice, or (iv) procure, any person who is a Company Employee to leave the Company's employment, where that person is a Company Employee on the Employment Cessation Date; or be personally involved to a material extent in (i) accepting into employment or (ii) otherwise engaging or using the services of any person who is a Company Employee on the Employment Cessation Date.
- (b) (i) solicit, or (ii) assist in soliciting, or (iii) accept, or (iv) facilitate the acceptance of, or (v) deal with, in competition with the Company, the custom and/or business of any customer or prospective customer of the Company or (vi) or persuade any person who is a client/ customer of the Company to cease doing business with the Company, or to reduce the amount of business which any such client/ customer has customarily done or might propose doing with the Company, whether or not the relationship between the Company and such client/ customer was originally established in whole or in part through Your efforts.

During the period of restriction under this provision, you must also not interfere with the relationship which the Company maintains with its customer or prospective customer.

15. Intellectual property

All Works developed by you during the course of your training with the Company, shall belong exclusively to the Company and you hereby assign the ownership of copyrights of such works and those of any other derivative works, to the Company. You will promptly provide to the Company a complete written disclosure for each such work identifying the features or concepts you or the Company believe to be new or different. You grant to the Company an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works.

The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any stipend for such acts of yours, and that any rewards which the company may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you.



16. Indemnity

You shall indemnify the Company against any loss, damage, proceeding which the Company might suffer due to any wrongful acts, mala fide acts, negligence, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your training on such count or the right of the Company to seek other remedies which the Company may have to make good the Loss, damage.

17. Severability

If any provision of this agreement shall be invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid provision of this agreement shall be enforced to the fullest extent permitted by law.

18. Governing laws & Jurisdiction

The Laws of the Union of India shall govern this relationship. Any dispute arising out of this agreement shall be subject to exclusive jurisdiction of courts at Pune.

19. Relationship with Directors

You will declare your relationship ["relationship as defined in Section 2 (77) of The Companies Act 2013 or any amendments thereof, from time to time], in terms of Section 2 (77) of The Companies Act 2013. In case you become related to any of the Directors of the Company, you will inform the Company within 7 days of becoming so.

20. Validity

In case you do not communicate your acceptance of the offer or do not join duties on **5 August, 2019**, the offer contained in this letter shall stand automatically cancelled, unless specifically extended by the Company, in writing. Upon your joining duties this letter of offer shall be deemed to be your appointment letter.

21. Background Verification – Assurances & Undertakings

We are offering you the training in our Company as per the details mentioned in the appointment letter basing it on your assurances, undertaking and agreement that the education/qualification certificates, work experience certificates, previous employer's certificates, and all other certificates, information, declarations and undertakings are true and correct. However, our Company reserves its right to examine, verify and investigate [on our own or through our agents/consultants/investigation team] the correctness, truth or veracity of the various documents submitted by you i.e. Education/qualification certificates, work experience certificates, previous employer's certificates, and all other certificates, information, declarations and undertakings. Further, if at any time after your appointment our Company [upon verification, examining, investigation etc.,] finds and comes to a conclusion that any one or all your assurances, undertaking, agreements, documents of educational/qualification certificates, work experience certificates, previous employer's certificates, and all other certificates, information, declarations, assurances and undertakings are wrong, false, fraudulent, forged, or willful suppression of facts, willful wrong statements by you, your assertion of correctness of facts/statement though you do not believe them to be true and or not true, then our Company reserves the right to take appropriate disciplinary action as deemed fit."

21. Mode of serving notice

Any notice or other communication to be served upon you as per terms and conditions of this appointment letter may be sent by sending the letter in physical paper form or by way of email or other electronic modes of service and accordingly any mode of service is sufficient service of notice or other communication upon you and no further confirmation of email or electronic communication is required.



Caringly yours



Bajaj Allianz General Insurance Company Limited

Appointment letter of Abhishek Dubey
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22. Please sign and return a copy of this communication in acknowledgement of receipt and acceptance.

We take this opportunity to welcome you to the organization and look forward to having you on board as part of the team.

For Bajaj Allianz General Insurance Company Ltd.

Authorized Signatory

Acknowledgement and Acceptance

I have gone through all the terms and conditions mentioned in this letter. I hereby declare that I have fully understood these terms and agree that they shall remain binding. As a token of acceptance, I have hereby signed the duplicate of this letter.

Signature : _____

Name : _____

Date : _____



ANNEXURE - A
TRAINING STIPEND SHEET

Provisional No. PR22783 Controlled Document
 Name Abhishek Dubey
 Position description Executive Trainee 1st Original : With appointment letter
 Date of Joining August 5, 2019
 Level & Grade Trainee
 Place of posting Lucknow

S No.	Components	Per month	Per annum
1	Fixed Basic	10000	120000
2	HRA	4000	48000
3	Provident fund	1800	21600
4	Personal Pay	15533	186400
5	Statutory Bonus	2000	24000
6	**Cost to Company	33333	400000
7	Performance Bonus*		110000

A On confirmation, the compensation structure shall be revised as per norms applicable to employees in that grade.

* Performance Bonus will be paid out on a pro-rated basis, based on your performance rating at the end of your Training period.

** All future ex-gratia Variable pay/ Performance pay would include prospective/ retrospectively increased or additional Statutory payments liable to be paid by the Company because of changes in statuses. Also the Company reserves the right to adjust/ recover such increased/ additional statutory payments from the Cost to Company (CTC). Further the Company will not be liable to pay any amount over and above CTC which includes all statutory payments applicable. Company reserves right to change your salary structure at any time by treating this as required notice, if any, under any Law & without any separate/further notice/ intimation. This is basis the fact that the CTC is inclusive of all liability/ compensation obligations of the Company [whether towards statutory payments as well as towards Basic pay and other components of pay] as mentioned in this Annexure.



Authorised Signatory

I accept

Signature of the Trainee