

January 05, 2022

Mr. Ramesh Gopalan
Bangalore.

Letter of Appointment

Dear Ramesh,

- 1.0 **Appointment:** We are pleased to offer you an **Appointment** in our company as “**Chief Executive Officer**”.
- 2.0 **Date of Appointment:** Your effective date of Appointment will be on **January 05, 2022**. Any change in the date of joining will be communicated to you at the aforementioned contact details and such change will be at our sole discretion and without any liability on Berkmeer India Private Limited.
- 3.0 **Initial Posting & Reporting:** Your initial posting in the normal course will be **Bangalore** and you will report to the Board of Directors.
- 4.0 **Documentation:** You are required to furnish the following at the time of joining duty-
 - 4.1 Proof of age;
 - 4.2 Certificates supplementing your SSLC (10th Standard) and highest educational and professional qualification attainments;
 - 4.3 Appointment & Relieving letter of your previous employer, as applicable;
 - 4.4 6 (six) passport sized photographs;
 - 4.5 Form 16 or any other authenticated document supplementing your earnings and income tax deduction/paid in the current financial year; PAN Card Copy;
 - 4.6 Photocopy of Passport, if available.
 - 4.7 Photocopy of your Aadhaar Card with number
 - 4.8 PF No. / UAN (Universal Account Number) of previous employment.
 - 4.9 ESIC Number of previous employment.
 - 4.10 Any other documents as may be required by the Company.
- 5.0 **Terms and Conditions of Employment:** All the terms and conditions of your employment are attached herewith as Annexure – I.

Please sign and return a copy of this letter within 3 days of receipt as a token of your acceptance.

Yours sincerely,



Aparna Rao Basu
Vice President – Human Resources
Berkmeer India Private Limited

I have read the Appointment Letter and I fully understand and accept the terms & conditions contained herein.



Name: Ramesh Gopalan
Date: Jan 5, 2022

Berkmeer India Private Limited

Annexure- I Terms and Conditions of your appointment:

- 1.1 **Remuneration Details:** The details of your entitlements and your salary shall be agreed by the compensation committee and the board. Besides salary, you will be entitled to other benefits and privileges as per company's policy, which the company may from time to time introduce.
- 1.1.1 You will also be entitled to contributory provident fund and gratuity as per the rules and regulations of the company, subject to statutory provisions.
- 1.1.2 Deductions as applicable under law, namely tax deduction at source, fringe benefit tax etc, shall be made on the salary month on month.
- 1.1.3 Employees are required to submit their tax planning and investment plans for a given financial year to the company at the notified time and shall when called for submit proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 1.1.4 You will be governed at all times by the policies, procedures and guidelines of the company related to salary, allowances, benefits and perquisites which are specified in this letter of appointment. Further, the Management may modify or change such allowances, benefits and perquisites from time to time, in accordance with its policies.
- 1.1.5 Also, you are required to keep your salary information confidential at all times and not to disclose to anybody in the company or to outside agency.
- 2.0 **The other terms and conditions of your appointment are as follows:**
- 2.1.1 Your continuation in the service of the company is subject to your satisfactory performance during the period of probation and that the company reserves its rights to terminate your services in the event that your performance is found un-satisfactory.
- 2.1.2 You shall be entitled for a cumulative annual / earned leaves of 30 days, as per the Berkmeer India Private Limited employee leave policy. However during the first 6 months of service, you are not encouraged to avail leave even though the earned / annual leave shall accrue to your account as per the Employee leave policy from time to time.
- 2.1.3 You will be deemed to be confirmed on completion of 6 months unless otherwise communicated to you by the company in writing. The period of your probation may be extended at the discretion of the company depending on your performance and other factors.
- 2.1.4 During the period of probation your services may be terminated at the discretion of the management, with or without assigning any reason, with a month's notice or one month's basic salary in lieu of notice. During this period, you may also resign your appointment with one month's notice or payment of one month's basic salary in lieu of notice, at the discretion of the company.
Proviso: Provided, however, that the above requirement may be altered / modified in such manner as may be necessary for the company to discharge it's existing and forthcoming obligations.
- 2.1.5 Your continuation in the service of the company is subject to your satisfactory performance during the period of probation.
- 2.1.6 Please note that in the event of your not joining the Company on or before the date mentioned in this letter of appointment, this letter of appointment shall automatically stand revoked.
- 2.2 **Work Week:** The standard work week is **Monday to Friday / Saturday**. You will be given day off(s) in a week as per the policy of the company. However, the actual day off(s) may vary from week to week in view of the nature of business of the company and the exigencies of work.
- 2.3 **Regular Appointment:** On satisfactory completion of your probation you will be considered for regular employment in the Company. On being confirmed, the notice period for termination of service on either side will be three months, however your continuation in the service of the company is still subject to your satisfactory performance during the period of employment. Your services may be terminated at the discretion of the management, with or without assigning any reason, with **three month's** notice or **three month's** basic salary in lieu of notice. Similarly, during this period you may also resign your appointment with three month's notice or payment of three month's basic salary in lieu of notice, at the discretion of the company.
Proviso: Provided, however, that the above requirement for notice may be altered / modified in such manner as may be necessary for the company to discharge it's existing and forthcoming obligations.
- 2.4 **Confidentiality:** You shall not, as per the terms of the non-disclosure agreement (NDA) signed by you and the terms herein, during employment or after cessation of employment, divulge, disclose or impart to any person/organization by word or otherwise particulars or details of systems, procedures, technical know-how, trade secret, administrative, financial or organizational matters pertaining to the company, which you may become aware of by virtue of your employment in the company. You shall maintain confidentiality at all times during the currency of this letter of appointment and otherwise all information in accordance with the company's confidentiality policy and sign such agreements that the company may require for the adequate protection of all its information.
- 2.5 **Intellectual Property:** The rights to any invention, discovery or creation of any system or method related to the company's operation and arising out of any work done in the course of your employment shall automatically vest with the company. In this connection wherever required, the company may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort. The company may require you to sign invention assignment and such other agreements as may be necessary for the company to obtain patents and/or register its intellectual property rights. You will not, in any event be entitled to any compensation apart from as aforesaid for such acts. Notwithstanding anything contained herein and any rewards/compensation/performance bonus or other acknowledgment of whichever kind, shall be deemed to confer on you, any rights towards that invention, discovery, process improvement, or other intellectual property right in system or method.
- 2.6 **Software & Legal Compliance:** The Company shall be the sole owner of any software developed by you during your employment with the Organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the software. You shall not claim any income nor benefit from any such development at any point of time. You shall also sign a document to this effect if required by the company. Any duplication of licensed software is not allowed except for backup or archival purpose. You shall ensure that the Company complies with all statutory and/ or legal requirements with regard to the area of your responsibility.
Statutory Compliance: You shall strictly adhere to the applicable laws and regulations in India and other country(ies) including without limitation work permits, immigration requirements, etc

- 2.8 **Company Property:** You shall take reasonable care in maintaining and protecting the assets, properties, facilities, software and hardware, if and when provided by the company, for your use. On demand, you shall take steps to return such assets, properties etc., back to the company in the same condition as given, subject to normal wear and tear, on cessation of employment or any other time, as may be required by the Company. Failing this, the company shall be entitled to recover such costs/ compensation as it may deem fit, keeping in view the cost of such assets, properties etc.
- 2.9 **Job Assignment:** You may during the course of your employment be given any assignment either arising out of the company's business or that the management in its subjective judgment deems fit with reference to your skill sets, background, qualification or experience. Refusal to carry out such assignments as are allotted to you solely on, amongst others, grounds that it has not been part of your usual duties during your employment shall be deemed serious misconduct and grounds for immediate termination of employment. You will also not be entitled to any additional compensation for carrying out any such assignments/job.
- 2.10 **Transfer:**
- 2.10.1 The company may in its business interest transfer you to any of its offices in India or overseas or to any subsidiary or associate company, whether now existing or still to be formed, on such terms and conditions as are applicable to such transfer and as per the company's policies.
- 2.10.2 Although the company will endeavor to ensure that such transfers do not cause any disruption to your status, however the company does not guarantee the continuation of any facility or perk in new situation.
- 2.10.3 In the event that you are deputed to perform work on / at client sites, you hereby agree and undertake as follows: -
- 2.10.3.1 That you shall follow and be governed by the rules and regulations applicable.
- 2.10.3.2 That you shall honor and abide by the requirements under the work permits / approvals / consents and all related rules pertaining to your deputation, including amongst others requirements under the applicable VISA / Travel Program.
- 2.10.3.3 That you shall indemnify and hold harmless, the company, from all liabilities arising out of any act / omission attributable to your negligence or otherwise, whether arising in the course of employment or otherwise.
- 2.10.4 In all such cases of transfer you shall be governed by the company's transfer policy and procedure.
- 3.0 **Other terms and conditions:**
- 3.1 **Working Hours** – The business hours of the office are 9:30 A.M till 6:30 P.M and the company is operational on a 24/7/365 basis. You are expected to report to work promptly at the scheduled time each day as per the shift that you are assigned to as required. This is for ensuring smooth conduct of work as per the company's policy.
- 3.2 **Double Employment Prohibited:**
- 3.2.1 You will devote full time and attention to the work of the company and will not, during the tenure of your service, take any employment / assignment, direct/indirect business or work, honorary or remuneratory except with the prior permission of the management, in writing, in each case.
- 3.2.2 You will not seek membership of any local/public body without obtaining prior permission of the management, in writing, in each case.
- 3.3 **Contact Details:** You will keep us informed of any change in your residential address, civil or marital status and other such matters.
- 3.4 **Statutory Deductions:** Taxes and other deductions such as Income Tax, Professional Tax and any other statutory payments would be to your account, including but not limited to those based on the information on tax planning and investment plans for a given financial year provided by you to the Company provided that you have, when called for by the Company, submitted proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 3.5 **Company Regulations:** You will be governed by the policies and the procedures, in force, from time to time. You will also observe general decorum and discipline and shall be subject to the same policies and procedures as applicable to the regular employees of the company.
- 3.6 **Verification:**
- 3.6.1 **Verification:** Your appointment is subject to satisfactory verification of your character, antecedents and testimonials. This appointment is based on the details provided by you to the company.
- 3.7 **Declarations & Representations:** You are required to furnish, on your behalf and if married, on behalf of your spouse, full details of any external directorships held and any personal business interests including but not limited to partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company of those external Interests, including but not limited to involvement in political and non-political associations. You also represent and warrant that the investment and tax returns and proof of the same shall be genuine and that in the event that any of the same is found to be falsified or in any manner incorrect or unacceptable, that you agree to abide by any action that the Company may, in its discretion, initiate and as allowed under law and you shall indemnify and hold the Company harmless from such act/omission attributable to you.
- 3.8 **Annulment of Employment:** Please note that this letter of appointment shall stand revoked automatically (whether you have accepted it or not) and if you have already commenced employment with the Company and your employment will automatically terminate without giving rise to any claim for compensation or damages in your favor, but without prejudice to the Company's rights and remedies against you, in the following event/s:
- 3.8.1 if during the pre-employment or the post employment background checks, the checking agency gives a negative report; or
- 3.8.2 in the event of unsatisfactory result of any of the Section 3.7 events;
- 3.8.3 in the event you are charged and/or arrested on allegations of having committed any offence, criminal, economic or otherwise;
- 3.9 **Termination for Breach:** In the event of a breach of any of the terms of the appointment letter and more specifically in terms of breach of any confidentiality obligations, the Company shall initiate disciplinary and such other action against you as it may deem fit and allowed under law, including but not limited to suspension and / or immediate termination from employment.
- 4.0 **Savings:** Notwithstanding anything contained herein, the company hereby reserves its right in the following manner: -
- 4.1 to proceed against you in such forum as it may deem fit in the event that you commit any material breach of this letter of appointment.

- 4.2 To waive off the requirements stated in the para 2.3 and 2.1.4, more specifically as provided in the proviso's therein.
- 5.0 **Validity of Appointment Letter:** This contract is valid, subject to (a) satisfactory verification as enumerated in para 3.6 above, (b) your acceptance of the offer within the time limit stipulated and your joining duties.
- 6.0 **Escalation Clause^{1**}:** - All disputes arising herein shall, before subjecting the same to the competent court, be first be attempted to be resolved amicably by mutual discussion and then escalated to arbitration, which process shall be governed by the Arbitration and Conciliation Act of 1996 and/or any modifications thereof as maybe in force thereof.
- 7.0 **Governing Law & Jurisdiction:** The terms and conditions of this letter of appointment/ employment contract shall be governed by the laws of India and disputes arising herein shall be subject to the jurisdiction of the courts at Bangalore or at your place of posting as on the date the cause of action of the said dispute is said to have arisen.
- 8.0 **Non-Solicitation:** - You hereby agree not to solicit or cause to be solicited, either during the currency of this letter of appointment and beyond (i.e. cessation of your employment with the Company, either voluntary or involuntary, any employee in the employment company, or directly or indirectly, individually or on behalf of any other person, firm, corporation or entity, (a) interfere with the Company's continuing relationships with its existing employees, (b) attempt to induce such other employees to leave their employment with the Company, (c) interfere with Company's continuing relationships with Company's suppliers or customers, (d) sell, attempt to sell or solicit the sale of products or services competitive with those of the Company to Company's customers, or (e) take any action to discourage or divert any supplier or customer from doing business with the Company.
- 9.0 **Non-Compete:** - The Employee hereby understands and agrees that some restrictions on its activities during and post the Employee's employment is necessary to protect the goodwill and other legitimate interests of the Company. The Employee agrees to, during his employment with the Company, to perform for the Company such duties as it may designate from time to time and will devote his full time and best efforts to the business of the Company and
- 9.1 Whilst in employment, the Employee agrees not to undertake any planning for any outside business that may be directly or indirectly competitive with the Company and during employment with the Company;
- 9.2 For a period of one year after your cessation of employment with the Company the Employee undertakes not to compete, directly or indirectly, with the Company, whether as an employee, a consultant, agent, partner, owner, investor or otherwise.
- 9.3 The Employee also hereby undertakes, not to engage, in any manner in any activity that is or maybe at any point in time & in any manner competitive with the businesses of the Company
- 9.4 The Employee shall not, during his/her employment with the Company and for a period of twelve months thereafter, without the prior written approval of the Managing Director of the Company, engage in any other professional employment or consulting, or directly or indirectly participate in or assist any business with any current client or customer of the Company.
- 9.5 The Employee shall not, during his/her employment with the Company, engage in any gainful employment with any other Company.
- 10.0 **Representation.** The Employee represents and warrants that s/he is not subject to any court order, agreement, arrangement or undertaking, including but not limited to non-compete and non-solicit obligations or any other disability which may in any manner restrict the Employee either from accepting the terms and conditions detailed in this letter of appointment or from performing your functions and providing services under the letter of appointment.
- 11.0 **Interpretation/Severability.** If any term, condition, or provision in this Letter of appointment is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Letter of appointment. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 12.0 **Waiver of Breach.** Any waiver of the provisions of this Letter of appointment or of a party's rights or remedies under this Letter of appointment must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Letter of appointment or its rights or remedies at anytime, will not be construed as a waiver of such party's rights under this Letter of appointment and will not in any way affect the validity of the whole or any part of this Letter of appointment or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Letter of appointment will preclude the enforcement by such party of any other right or remedy under this Letter of appointment or that such party is entitled by law to enforce.
- 13.0 **Survival.** All such provisions explicitly stated to survive the termination of this Letter of appointment and those which by the very nature and verbiage are intended by Parties to survive shall so survive termination or expiry of this Letter of appointment.
- 14.0 **Maternity Benefit:** All Women employees would be entitled for maternity benefits as per the prevailing Maternity Benefit Act.
- 15.0 **Acceptance:** If the terms and conditions of appointment enumerated in this letter of appointment are acceptable to you, please sign the duplicate copy of this letter of appointment as a token of your acceptance of the appointment and the terms and conditions thereof and return it to the HR Department.

^{1**} This applies for employees in M7 and above only.

I. Insurance:

- (a) Self and dependent family members are covered for Group Medclaim Insurance for a sum of Rs. 4 lakhs per family (Family Floater).
- (b) You will be covered under the Group Personal Accident Insurance Policy for Rs. 50 lakhs.

II. Hard Furnishing Loan:

You will be eligible for one time hard furnishing loan equivalent to Rs. 70,000/-, of which 50% will be recoverable in 36/48 installments and the furniture will be sold back to you @ 10% of the residual value after 36/48 months. In case if you leave the organisation before 36/48 months, the full amount (i.e., actual amount paid less amount recovered already) would be recovered from your final settlement and the same would be considered as a perquisite for IT computation.

III. Company Leased Accommodation (in lieu of HRA):

You will be also eligible for a refundable deposit of 10 times of your monthly rent, subject to the limit of your HRA, which will be paid directly to the landlord. Also, the rent will be deducted from your salary and paid to the landlord; any rent in excess of HRA will be recovered and paid to the landlord. Any amounts recovered by the landlord from the deposit amount would be recovered from the employee.



Aparna Rao Basu
Vice President - Human Resources
Berkmeer India Private Limited

Ramesh Gopalan
Date: Jan 5, 2022