

15 December 2022

Sher G Singh,

LKST293 HSR Layout Bangalore

Dear Sher G Singh,

Sub: Letter of Appointment at Dealskart Online Services Pvt. Ltd.

We are pleased to appoint you at the position of **Sales Associate** at **Dealskart Online Services Pvt. Ltd.** You are required to join us on **December 15, 2022**. You shall be a part of the **Offline Business Operations** based at **LKST293 HSR Layout Bangalore** and shall be governed by the terms and conditions of this Letter/Agreement. You shall be governed by the policies, rules, processes, handbooks, and regulations of the Company as applicable and amended or altered from time to time during the course of your employment (the "Company Policies"). In the current role you will be reporting to the Department Head. As we belong to a dynamic and evolving industry, future growth and expansion of the company entails that reporting relationships are liable to change in the future.

1) Compensation

You will be paid the Compensation as per enclosed annexure(s). The Company reserves the right to revise/re-structure employee's Compensation at any time in accordance with the terms of its PMS and Compensation Framework Policy.

2) Probation Period

You will be on probation for an initial period of 6 months from the date of your joining. Thereafter, your employment may be confirmed, or probation period may be extended by the Company in its sole discretion. Non-communication of extension of probation, within 10 working days from the expiration of 6 months, shall be deemed as a confirmation of your employment, to be governed by the terms herein.

During the period of probation, either party is liable to terminate the services by giving notice of such intent for a period of 1 month or pay proportionate Basic Salary (excluding variable) in lieu of any notice to the Company. The Company in this event will not be liable to pay any amount for the remaining probation period, if any. Further in case of non-satisfactory performance during the probation period, the Company reserves the right to terminate your employment with immediate effect without notice.

3) Professional Commitment

All employees are required to comply with Company Policies, which shall be simultaneously communicated to you upon your joining of the company through our internal HR portal ZingHR (<http://portal.zinghr.com>). You are expected to read, understand, and keep yourself apprised of the same and also the changes/amendments from time to time. In case of any questions in respect of the Company Policies, you may reach out to the HR team for clarifications.

4) Conflict of Interest

- a) During your employment, you will not engage in any activity or investment that:
 - i) conflicts with the Company's business interests,
 - ii) occupies your attention so as to interfere with the proper and efficient performance of your duties and obligations towards the Company, or
 - iii) interferes with the independent exercise of your judgment in the Company's best interests.
- b) You will devote your entire time to the work of the Company and will not undertake any direct / indirect (including as an employee, independent contractor, consultant, principal, agent, director, joint venture party, partner, trustee, beneficiary etc.) business or work, honorary or remuneratory except with the written permission of the Company in each case.
- c) During your employment and for a period of 12 months from the cessation of your appointment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause), you will not solicit, induce or encourage:
 - i) any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - ii) any existing investor to become associated with or perform services of any type for any third party.

5) Non-Solicitation of Clients and Employees; Non-compete

- a) You agree that you will not at any time during your employment with the Company and the Restraint Period (i.e., the period of 12 months from the date of termination of your employment with the Company howsoever caused (whether your employment is terminated by you or the Company and whether with or without cause)):
 - i) either individually or through any Company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients or employees or customers of the Company, or had a relationship with the Company.
 - ii) either individually or through any Company controlled by you and either on your behalf or on behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during the Restraint Period.
 - iii) Counsel, induce, interfere, or otherwise assist any person to do any of the acts referred to in subparagraphs (i) and (ii) of this clause.
- b) You agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in competition with the Company, whether individually or in a Company, firm, sole proprietorship or other entity, for a period of 12 months from the date of termination of employment with the Company.
- c) You agree that the restrictions set out above are reasonable & valid, and all defenses to the strict enforcement of this covenant by the Company are waived by you.

6) Copyright

Any and all copyrightable works prepared by you within the scope of your employment by the Company will be works made for hire, that the Company will own all rights under copyright in and to such works, and that the Company will be considered the author of all such works. If and to the extent that any applicable jurisdiction should fail to deem any copyrightable work prepared by you within the scope of your employment by the Company to be a work made for hire owned by the Company, you hereby irrevocably assign to the Company all rights, title and interest in and to such work to the extent permissible under applicable laws.

7) New Inventions

You will promptly and fully disclose to the Company any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively "Inventions") that you solely or jointly (with the Company) may conceive, develop, reduce to practice or otherwise produce during your employment with the Company. Subject to the 'Notice' below, you agree to grant, and you hereby grant, transfer and assign to the Company all your rights, title and interest in and to such Inventions. You waive any claim towards the Company of any nature whatsoever that you now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to the Company.

Notice: Your obligation to assign rights shall not apply to any Invention that:

- a) Was developed entirely on your own time without using any equipment, supplies, facilities, or trade secret information of the Company.
- b) Does not relate:
 - i) Directly to the business of the Company or
 - ii) To the actual or demonstrably anticipated research or development of the Company; or
 - iii) Does not result from any work performed by you for the Company.
- c) You will assign to the Company or its designee all your rights, title and interest in and to any and all Inventions, full title to which may be required to lie in the India government by law or by any contract between the Company and the Indian government (or any of its agencies). It is clarified that unless expressly required by law, the Company is not required to designate you as an author of any design, computer program, process or related documentation, or other work of authorship assigned, nor it is obligated to seek your consent for any modifications here to or for any other acts in relation thereto. You accordingly waive any and all rights to authorship, including but not limited to any rights to identification of or claiming authorship of the aforementioned works, and all rights of approval of or limitations or modifications to the same and all rights to restrain or claim damages in respect of any distortion, mutilation, modification or other acts in relation to the aforementioned works of authorship.

8) Excluded and Licensed Inventions

You must list and describe all Inventions that you are currently developing and all Inventions belonging to you and made by you prior to your employment with the Company that you wish to have those excluded from this Agreement.

If no such list is provided, you represent that there are no such Inventions. As to any Invention in which you have an interest at any time prior to or during your employment, if you use or incorporate such an Invention in any released or unreleased Company product, service, program, process, machine, development or work in progress, or if you permit the Company to use or incorporate such an Invention, the Company is hereby granted and shall have an exclusive, irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, use and sell that Invention without restriction and the right to sublicense those rights to others.

9) Documentation of Intellectual Property Rights

To the extent permissible under applicable laws, you agree to execute, acknowledge, verify and deliver to the Company, or cause the same to be accomplished, any and all further documents required under applicable laws (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that the Company may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. If for any reason whatsoever you fail to execute, acknowledge, verify or deliver any such document reasonably requested by the Company, you hereby irrevocably appoint the Company and its duly authorized officers and agents as your agent and attorney in fact, to act in your stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by you. In furtherance of this Agreement, you will testify at the Company's request and expense in any legal proceeding arising during or after your employment.

10) Leave Entitlement

Your leave entitlement shall be as per the Company Policies formulated from time to time. Absence for a continuous period of seven days without prior approval of your superior (including overstay of leave / training), would automatically terminate your services without any notice or intimation unless the Company communicates in writing to the contrary.

11) Working Days

The Company works on a 24*7 environment and hence you may have rotational shifts depending on your role, and in accordance with applicable laws.

12) Relocation

The Company may transfer you for work at any of the Company's other offices or its affiliates' offices, existing or to be opened in future, as it may deem necessary.

13) Role & Responsibility

The Company may change your role & responsibility for work, at its discretion as it may consider necessary from time to time and in accordance with relevant Company Policy.

14) Termination & Notice Period

- a) Your employment will also be governed by Company Policies applicable from time to time. The Company reserves the right to terminate your employment without cause with a notice of [30 days prior to confirmation and 30 days post confirmation] or by paying proportionate Basic Salary (excluding variable) in lieu of any short notice.
- b) Your employment /Services can be terminated forthwith (for cause) in the event of misconduct (which includes but is not limited to non-adherence of or breach of this Agreement & Company Policies, indiscipline, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc.)
- c) If you wish to terminate your employment with the Company, you shall be required to serve minimum of [30 days prior to confirmation and 30 days post confirmation] notice or pay proportionate Basic Salary (excluding variable) in lieu of any short notice to the Company. The Company in this event will not be liable to pay any amount for the remaining notice period.
- d) On termination of employment you shall immediately:
 - i) Deliver to the Company or as may be directed, all Confidential Information; and
 - ii) Return to the Company all equipment, security keys, and other property belonging to the Company.

- e) The Company reserves its right to place you under suspension in case any act of commission or omission constituting misconduct or misdemeanor, any act subverting discipline or violating Company Policies or detrimental to the reputation or goodwill of the Company or prejudicial to the business, interests of the Company, etc., is alleged against you or is committed by you. In case of suspension you will be bound by the terms and conditions as contained in the letter of suspension including direction to mark your attendance at the directed place at the allotted time. During the suspension period you would be entitled to the subsistence allowance at the rate of 50% of the monthly Basic Salary, if otherwise not governed or regulated by any other applicable legal requirement.

15) Confidentiality & Non-Disclosure

During your employment you will have access to confidential information relating to Company, shareholder, related and affiliated entities and client (collectively "Confidential Information"). Confidential Information shall include any confidential and proprietary information concerning or relating to the Company or the business of the Company, including but not limited to trade secrets, secret formulae, computer hardware, software programs and designs, databases, sensitive information regarding the Company, its shareholders, related parties, affiliated entities, vendors, employees and clients of the Company, specifications, financial and accounting information, customer and supplier details, correspondence, negotiations and / or contracts with customers and suppliers, market research or other reports pertaining to the Company, performance data, business plan and marketing strategies of the Company & research and development plans and expenditure, research databases and any other information or material that the Company in the future may indicate as confidential, or which may be prima facie confidential.

- a) During your employment and at all times thereafter, you will neither disclose to anyone outside the Company nor use for any purpose other than your work for the Company any Confidential Information.
- b) You will not disclose Confidential Information to other Company employees except on a "need-to-know" basis.
- c) If you have any questions as to what comprises such Confidential Information or to whom if anyone it may be disclosed, you will consult your manager immediately.

16) Company Property

- a) You will be responsible for the safekeeping and return in good condition and order of all the property of the Company, which may be in your use, custody, care, or charge. For the loss or damage of any property of the Company in your possession, the Company will have the right to assess on its own basis and recover the actual damages of all such material from you and to take such action as it deems proper in the event of your failure to account for such damages to material or property to its satisfaction.
- b) You acknowledge and agree that you will have no ownership or interest in materials, data or information stored on or transmitted using the Company owned or the Company leased property or equipment, all of which shall be subject to access by the Company at any time without notice. When your employment by the Company ends or expires, you will immediately return to the Company all documents, notes, manuals, specifications, designs, pictures, devices, code, email, documents, CDs and tapes created during or related to your employment with the Company, as well as any other material in any form or media containing any Confidential Information. You will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to the Company.

17) General

- a) You are appointed on the basis of your educational qualification, background, certification, and prior experience mentioned by you in your application / personal information form/resume and contingent on us receiving a positive reference check from your previous employers. In case the facts mentioned by you

DealsKart

Online Services Pvt. Ltd

Alt F Empire Square - Unit 1, 4th floor, JMD Empire Square,
Near Sikandarpur Metro Station, Opp. Metro Pillar no 71, MG road, Haryana 122002
CIN: U74140DL2011PTC224819

in your application and during the course of your interview are found to be incorrect and unsatisfactory, it will result in termination of your appointment without any notice or salary in lieu thereof.

- b) You will inform in writing to the Company any change of address or details impacting statutory benefits within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served to you.
- c) The designation assigned to you may be revised depending upon work assignments/responsibilities being undertaken from time to time or as per Company's structural changes.
- d) You will comply, and do all things that may be necessary for the Company to comply, with the laws and regulations of the central government and all the state governments under which the Company does business, and with provisions of contracts between any such governments and the Company that relate to intellectual property.
- e) This Agreement is governed by and subject to Indian laws. In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a Court of competent jurisdiction in New Delhi. You will be liable to the Company for violation of terms of this Agreement, as per applicable laws.
- f) The terms of this Agreement detailed above are strictly confidential and should be treated as privileged information between you and the Company.
- g) In the event any clause or part thereof of this agreement is held to be unenforceable or invalid then said clause or part shall be severed and struck off and all remaining provisions shall remain in full force and effect.
- h) You acknowledge that the Company has provided you with a reasonable opportunity to review this Agreement and you accept & acknowledge that you understand the terms and conditions mentioned above.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above Agreement on **15 December 2022**

In the meantime, do not hesitate to call us, if you have any questions.

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Yours truly,

For Dealskart Online Services Pvt. Ltd



Authorised Signatory

Received and Accepted

Sher G Singh

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Salary Annexure

Annexure - I (Compensation Breakup)		
Particulars	Monthly	Annual
Basic Salary	9750	117000
House Rent Allowance	4875	58500
Statutory Bonus	1250	15000
Special Allowance	1683	20190
Employer Provident Fund	1372	16464
Employer ESIC	571	6852
Fixed Salary	19500.000000000	234000.000000000
Variable	0	0
Cost To Company	19500	234000

1. All tax implications arising out of your salary structure shall be borne by you.
2. Your salary is strictly confidential, and you should not disclose it to anyone without prior permission of the Company in writing.
3. Gratuity: Payment will be made as per Payment of Gratuity Act
4. Group Mediciam Policy: You will be eligible for Mediciam Benefit, as per Company Group Mediciam Policy. You can enroll yourself and your family (Spouse + 2 Kids). This policy is not applicable for employees who are covered under ESIC as per eligibility criteria defined by the Statutory authorities.
5. Group Personal Accident Policy: You will be eligible for Accidental, Weekly benefit and Death Benefit as per Group Personal Accident Policy governed by the company.
6. Group Term Life Policy: You will be covered under group Term life policy governed by the company.

Note: The insurance benefits of the Company would be subject to change from time to time, as per Company's Policies.

For Dealskart Online Services Pvt. Ltd.



Authorised Signatory

Received and Accepted

Sher G Singh

Variable Pay Policy for Retail Frontline Staff

Lenskart is a performance oriented company. Our compensation structure is built to differentiate high performers from the others and therefore Pay higher levels of variable for higher level of performance. Every individual can earn proportionately higher levels of monthly variable pay based on his individual and store performance.

Earning Potential Components

This table comprises of the components of the Variable Pay

Components	Definition
Minimum Guarantee	This is equivalent to fixed pay
Threshold	Minimum sale achievement required to qualify for Variable linked to Sales.
Actual Sales	Net sales for the month achieved by an employee
Fixed sales Incentive	This is minimum variable on which all other variable components will be added to reach one's total variable earnings. It is 775 per day and calculated for 26 working days; Week off, leaves will not be considered.
Present Days	No. of days present in the store. Week-offs and leaves are not part of it.
Customer Satisfaction Variable	Fixed amount that can be earned by you basis your promoter percentage as shown in grids below
Operation Scorecard Variable	Fixed amount that can be earned by you basis achievement on operational metrics as shown in the grids below
Assistive Sales (0.2% – Flagship Stores) (0.15%-Nonflagship stores)	Sales conversion of eye test tagged to a different employee. You will earn 0.2%/0.15% of your assistive sales.
Threshold Variable (0.3%)	You can earn 0.3% of your threshold amount if you achieve your threshold amount
Incremental Variable (3%)	You can earn 3% of incremental sales over threshold i.e. (Actual Sales minus threshold)
Total Variable	Sum of all variable amounts
Eligibility	One will be eligible for this model only if their present days are more than or equal to 18. If not, one would be eligible for only the pro-rated MG.

Customer Satisfaction Variable Grid

Optometrist	Above 2%	[1.7 - 2)%	[1.3 - 1.69)%	[0.80- 1.29)%	[0.4 - 0.79) %	(0.4% below)
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<60%	0	0	0	0	0	0
60-70%	0	1000	1500	2000	2500	3000
70.1 above%	0	1500	2000	2500	3000	3500

On Target 

For Illustration Purpose Only

The below illustration helps in understanding the potential earning one can make depending upon its target achievement and the store deployment. The thresholds are for illustration only. In the below illustrations we considered Optometrist with 01 to 03 years of experience holding a Diploma.

A. Non Flagship Store -

Fixed Pay (Minimum Guarantee)	Monthly Potential Earnings	Monthly	Monthly	Monthly
	Threshold		150000	150000
Actual Sales		150000	200000	250000
Fixed sales incentive		20150	20150	20150
Customer Satisfaction Variable		3000	3000	3000
Threshold Variable (0.3%)		450	450	450
Incremental Variable (3%)		0	1500	3000
Assisted Sales (0.15%)		225	300	500
23000	Total Variable	23825	25400	27100

****Minimum Guarantee or Total Variable – whichever shall be higher would be paid as potential earning everymonth.**

B. Flagship Store -

	Monthly Potential Earnings	Monthly	Monthly	Monthly
	Threshold		400000	400000
Actual Sales		400000	450000	500000

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Fixed Pay (Minimum Guarantee)	Fixed Sales incentive	20150	20150	20150
	Customer Satisfaction Variable	3000	3000	3000
	Threshold Variable (0.3%)	1200	1200	1200
	Incremental Variable (3%)	0	1500	3000
	Assisted Sales (0.2%)	800	900	1000
23000	Total Variable	25150	26750	28350

****Minimum Guarantee or Total Variable – whichever shall be higher would be paid as potential earning everymonth.**

Terms & Conditions:

1. If you don't achieve minimum threshold or less than min scores on Customer Satisfaction & Operational Score Card, then you will be entitled to earn your Fixed Pay (Minimum Guarantee)

The Company reserves the right to modify, change, cancel this policy and pay out components at any time without any notice subject to business requirements