

To: Mary R Vinutha

Date: 4th November 2019

Dear Mary,

Wakefit Innovations Pvt. Ltd. is pleased to offer you the full-time position of "Customer Delight

Executive" effective from **November 6th, 2019**. This is a permanent position. This offer is contingent upon the successful completion of all background verification and reference checks.

Other terms and conditions of employment are as follows:

1. Salary (On a cost of company basis)

Your salary on cost of company (CTC) is **Rs.366,042/-**. The details are enclosed in Annexure 1. Please note that it is necessary to keep the salary information confidential at all times.

2. Place of work

You shall be currently based out of Bangalore, but will serve the company or any of its subsidiaries or associate companies in any location within or outside India. You will be automatically be governed by the policies and service condition applicable to the new location.

3. Variable Pay

You are eligible for the variable pay from the date of joining depend on your performance and the company policy. Please note that you must be on the rolls of the company and not serving your notice period to be eligible for the variable pay.

4. Probation period

You are required to conform to the company's specific performance standards for the probationary period. The performance standards will relate to the duties and as well as the expectations for conduct and suitability to the workplace. Where, at any stage of the probation period, if your performance, conduct and/or suitability does not meet the performance standards, the company can terminate this relationship of employment with a written notice of one week. Upon completion of the probation period, employees are implicitly converted into full time employees and all the terms of this offer letter continue to hold as full time employees.

5. Working Hours

You will be required to adhere to the working hours of the company, and /or/ in extended working hours required by the company on performance deliverables.

St. Francis de Sales College Electronics City Post, Bangalore - 560 100



Wakefit Innovations Pvt. Ltd. CIN: U52590KA2016PTC086582

Regd. office: Plot No. 277, In-Sub Layout of Kanchanayakanahalli, Bommasandra, 1st Phase, Jigani, Anekal Taluk, Bengaluru: 560099



+91 988 3333 123



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www.wakefit.co



6. Alternative Employment

Your position is a full-time employment with us and you shall devote yourself exclusively to the business of the company. You will strictly adhere to the following conditions:

- That you shall not perform any freelancing or consulting work during our employment with us from or outside Wakefit Innovations Pvt. Ltd. premises, whereby you may earn or receive, directly or indirectly, money or profit, from any vendors / company / service provider of the company / supplier / any external agencies.
- That you shall not provide services similar to those provided by you to the company (including as an independent Contractor, Employee, Consultant, Principal Employer, Joint Venture, Director, Partner, Trustee, Beneficiary) directly or indirectly for any person or entity.
- However, any work you render to a charitable institution, not done for remuneration, can be carried on with the prior approval of Directors.

7. Increment and Promotions.

Your performance and contribution to the company will be an important consideration for salary increments and promotions. Salary increment and promotion will be based on the company's compensation and promotion policy notified from time to time.

8. Confidentiality & Non-Disclosure & Intellectual Property Rights

As a condition of employment, you are required to sign the company's standard confidentiality, Nondisclosure and intellectual property rights agreement at the time of your joining.

You shall not disclose to any unauthorized person, either during or after your Employment with the Company, to any person any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to the Company except with the prior written consent of the CEO of the Company. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright whatsoever, made, developed or discovered by the employee either alone or jointly with any other person or persons while in the employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

You will not during your employment with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and / or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any company information or any other information gained or acquired or imparted to you in the course of



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your employment. You hereby confirm that you have disclosed, fully to the Company, all of your business, interests whether or not they are similar to or in conflict with the business (eg) or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest

between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall

forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

9. Separation & Notice Period

- Either the company or you may, at the time of termination of this agreement, in written by giving 30 days' notice period or in lieu thereof, a sum equal amount or pro-rated amount of the salary which would be accrued to you during the period or remaining period of notice. Notwithstanding the above, the company may at its discretion relieve you from such date as it deem for even before the expiry of your notice period.
- On termination of this contract, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, equipments etc. belongs to the company and you shall not make or retain any copies of these items and continue to be bound by the terms of agreement.

10. Termination

The company has the right to terminate your employment without notice if:

- there's a breach of any of your duties and responsibilities under your employment agreement
- you exhibit misconduct that contravenes the express of implied condition of your employment
- you are charged with any criminal offence which is prejudicial to the interest of the company
- your performance is not found satisfactory.

11. Professional responsibility

Code of Conduct – If at any time in our opinion, which is final in this matter, you are
found guilty of dishonesty, disobedience, disorderly conduct, absent from duty without
permission or any conduct considered by us detrimental to the interest of the company,
your service will be terminated without any notice and you will be not eligible for notice
pay.

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- **Background Verification** Your employment is subject to background verification in line with the company's policy. If the background check reveals false claims, you will be liable to disciplinary actions including termination of service without notice.
- You are required to comply with the company's policies, which shall be notified to you at the time of joining.

12. Non-Compete Clause

You shall not at any time during the period of your employment or during the restraint period (i.e., for a period of one year after the cessation of your employment with the company) for any reason whatsoever

- by yourself / spouse/ relative or agent, commence operate, or carry on in any manner whatsoever any business / trade / franchise / employment exactly or same to that of Wakefit Innovations Pvt. Ltd..
- solicit canvas, interfere with or endive to entice any employment, client or customer of the company, who at any time during your employment, were or are employees, client or customer of Wakefit Innovations Pvt. Ltd..

For the purpose of this contingent non-compete, competition also is defined as soliciting or accepting employment by, or rendering professional service to, any person or organization that is or was a client of Wakefit Innovations Pvt. Ltd., during the term of your working in Wakefit.

13. General

You will keep us informed of any changes of your residential address or civil status. Prior to commencement of your employment, you and the Company shall together execute an Employment Agreement detailing the terms of your employment with Wakefit Innovations Pvt. Ltd.. Since you would have access to confidential information of not only the Company but also other confidential information of our clients, you shall also be obligated to enter into a Confidentiality and Non-Disclosure Agreement.

Thank you for participating in our selection process.

We sincerely wish you a rich and rewarding career at Wakefit Innovations Pvt. Ltd.







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Annexure 1

Compensation Components	Annually	Monthly
F	ixed	•
Basic + DA	180000	15000
HRA	29952	2496
Fixed Remuneration	209952	17496
Ot	hers	
Employer PF Contribution	21600	1800
Employee ESIC contribution	5850	488
Gratuity	8640	720
Total	36090	3008
Varia	ble Pay	•
Performance Linked Variable Pay	120000	10000
Cost To	Company	
стс	366042	20504

^{**}The performance incentives indicated above will be paid out in 12 installments at the end of every month based on the performance and achievement of targets. The compensation package and all bonuses are subject to all applicable taxes and deductions.

For Wakefit Innovations Pvt. Ltd.

Chaitanya Ramalingegowda

Co-Founder

Date: November 4th, 2019

I hereby agree to accept the terms and conditions of the employment of Wakefit Innovations Pvt. Ltd.

Name of the Employee:

Signature and Date:





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