



BONBLOC Technologies Private Limited*

Regd. Office address: Workez Coworking Space, Block-B, Door No.3, Hansa Building RK Swamy Centre, 147, Pathari Rd, Thousand Lights, Chennai, Tamil Nadu 600006

July 08, 2021

Mr. Emmanuel Charles Samuel
114B, Perumal Kovil 4th street,
Madhavaram, Chennai,
Tamil Nadu- 600060.

Dear Emmanuel Charles,

Congratulations! We are pleased to offer you a position of **Graduate Trainee** at BONBLOC Technologies Private Limited* ("Company", "BB"). Please note that this offer of employment is subject to satisfactory completion of your pre-employment screening and any selection tests pending completion. Please note that this offer precedes any conversations you may have had or offers you may have received from BB or its officers or representatives.

You are assigned to our Chennai Office and expected to work starting on or before **July 09, 2021** from our Chennai offices or as intimated. Please send us your acceptance of the offer by signing & returning this document **Before 8th July From the date of this offer**. If you do not, the offer will automatically stand withdrawn.

In case you may need any clarifications regarding this offer letter, please contact:

Ms. Jamunadevi Dhayanidhi
Service Delivery Head
Email: Jamunadevi.dhayanidhi@bonbloc.com
Phone: +91 98842 37599

You are requested to bring the following documents on the day of joining, to complete the joining process:

- * Four (4) self-photographs of passport size
- * Photocopy of the education degree certificate and mark sheets for each academic year of the highest degree attained. Photocopies should include both front and back side of the certificate. A copy of the provisional degree should be accompanied by copies of marksheets or a transcript.
- * Photocopy of a recommendation letter from the Head of the Department in the College where you completed the graduation / post-graduation (the most recent course attended).
- * Proof of identity and/or address: Photocopy of your passport, driving license, voter's identity card or Aadhaar card, PAN Card
- * Proof of address: Photocopy of your passport, driving license, voter's identity card or Aadhaar card, attested copy of leave and license agreement; for hostel accommodation - attested copy confirming the current address on the hostel letter-head; for paying guest accommodation – attested letter by the secretary or chairman of the society on the society letter-head; for residing with a friend – attested copy of the friend's leave and license agreement including attested copy issued by the friend confirming the candidate's address details
- * Pre-employment medical report, if requested

We look forward to working with you.

Yours sincerely,
For **BONbLOC Technologies Private Limited***

Jamunadevi Dhayanidhi

Jamunadevi Dhayanidhi
Service Delivery Head
BONbLOC Technologies Private Limited*

*a BONbLOC company



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Offer Letter Terms: Emmanuel Charles Samuel

1. APPOINTMENT

- a. Your employment with BB is effective from the date of joining as agreed, but no later than 5 (five) business days from agreed joining date.
- b. This offer is conditional upon satisfactory completion of a pre-employment screening process by the Company or its agent, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to the Company from your previous employer(s) etc. If, after you have started work, the Company is informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect.
- c. **Probation:** You will be on probation for 12 months from your date of joining. Please consult your HR partner for benefits eligibility during probation period.
- d. **Work hours:** The work week will be Monday through Friday from 9 am to 6 pm, with allowances for breaks amounting to 60 minutes. However, BB may request you to contribute additional hours to meet specific deadlines or to be on call as needed.
- e. **Transferability:** Your services are transferrable by the Company at its discretion to any of its department or offices or any Affiliates or the locations of any of its associates or customers or partners and you may be assigned after reasonable notice to any location in India or abroad where the Company. While working as a transferee, you will be governed by the rules, regulations, and conditions of service of that location, as the case may be.
- f. **Retirement or superannuation** will be on the last day of your birth month when you turn 58.
- g. **Notice period:** During the probation period, either party, BB or you, can terminate the employment with a notice period of 5 business days. After confirmation, you will be required to give **30 days notice** for leaving the employment with BB or pay a sum equivalent to the basic salary for the number of days unserved, which will be calculated from the date of resignation letter to the date of relieving. Relieving letter will not be issued unless the amount based on the above is settled by you, along with any other dues payable to the Company. BB, may however, relieve you earlier than the end of notice period.

2. LOCATION

Your work location will be our Chennai office location or as agreed. However, BB may deploy you in customer locations or other BB office locations during your employment with BB. You hereby agree to BB's decisions on relocation and deployment by signing this letter.

3. COMPENSATION

Your compensation package as on the Date of joining BB will be as stated below:

- a. CTC of Rs. 2,00,000 (**Rupees Two lakhs only**) per annum. The details and components that make up your CTC are provided in the annexure titled Compensation.
- b. Changes to your compensation are discretionary and will be subject to and based on effective performance and results during the period and other relevant criteria.

1. INCLUDED BENEFITS

You will be eligible for the following additional benefits:

- a. **Joining Bonus:** A onetime payment of Rs. 0 (Rupees Zero only). The joining bonus will be adjusted in final settlement if you leave your employment with BB within 1 year.
- b. **Benefits:** As a confirmed employee, you are eligible for regular employee benefits including, but not limited to, health insurance, vacation or sick pay, paid holidays, or participation in provident fund plan, gratuity plan, etc., as per applicable laws and rules.
- c. **Bonus:** Annual bonus calculated at discretionary rates or as mandated by regulatory policies.
- d. **Additional benefits:** BB may announce other discretionary benefits from time to time.



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2. EXPENSES

All expenses must be pre-approved, and the Company will reimburse you, or pay for, actual expenses incurred by you as per Company policy.

3. TERMS OF EMPLOYMENT, DEFINITIONS, RESTRICTIVE COVENANTS

You acknowledge that you have read and understood and agrees to abide by the terms of offer package.

Employment with BBis "at will" in that it can be terminated with or without cause, at any time, at the option of either the Company or the employee.

Certain Definitions: As used in this Employment Agreement the following terms have the following meanings:

- a. "Affiliate" means any person or entity which controls, is controlled by or is under common control with the Company, and "control" means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by employment or otherwise.
- b. "Company Product" means (i) any product or service which the Company or any of its Affiliates is marketing, selling or developing at such time and (ii) any other product or service which the Company or any of its Affiliates has marketed, sold or developed at any time during the five (5) year period immediately prior to the date of termination of employment.
- c. "Confidential Information" means all information concerning or related to the business, operations, financial condition or prospects of the Company or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and specifically includes (i) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of the Company and its Affiliates, in each case whether past, present or prospective, including sales and pricing information and procedures, customer lists, and business and marketing plans; (ii) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, system designs, program materials (including source and object code and system and user documentation), operating processes, equipment design, product specifications, and know-how of the Company and its Affiliates and (iii) financial statements, audit reports, budgets and business plans or forecasts of the Company and its Affiliates; provided, that Confidential Information does not include (A) information which is or becomes generally known to the public through no act or omission by you and (B) information which has been lawfully obtained by you from a source other than the Company or any of its Affiliates (or their respective officers, directors, employees, equity holders or agents) so long as in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the Company or its Affiliates at the time such Confidential Information was or is disclosed to you.
- d. "Employee Work" means all written and graphic materials, computer software, inventions, discoveries and improvements authored, prepared, conceived or made by you during the term of your employment with the Company and which are related to the business of the Company.
- e. "Territory" at any time means any state in the United States, and any foreign country, in which the Company or any of its Affiliates has marketed or sold any Company Products at any time during the five (5) year period immediately prior to the date of your employment termination.
- f. "Customer" or "Client" means any organization or person to which for a fee or charge, BB has provided services and with whom you have had contact during your employment with BB.
- g. "Prospective Customer" or "Prospective Client" means a person, or another organization or person to which BB has, within the twelve months period preceding such termination or separation of employment, has/had submitted a proposal to provide services, the preparation of which included your direct involvement

Confidential Information:

- a. Except as provided in clause (b) below, you agree not to disclose or use for your benefit any Confidential Information. By signing and accepting this offer package, you acknowledge that you may have the opportunity to access trade secrets and other confidential business information belonging to the Company during the employment period, and understand that divulging such



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information to any third party may cause irreparable damage to the business continuity and survival of the Company, and agree not to divulge such confidential information belonging to the Company to any third party, press, media in any form accessible by third party, press, media, for a period of 3 years from the end date of employment, and agree that the Company can pursue damage claims or other reparation through all available legal measures.

- b. Notwithstanding clause (a) above, you shall be permitted to disclose Confidential Information to the extent, but only to the extent, (1) reasonably necessary to perform the duties hereunder or (2) required by law; provided, that prior to making any disclosure of Confidential Information required by law, you will notify the Company of your intent to make the disclosure, and the Company will have the right to participate with you in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with applicable law.
- c. Promptly after termination of your employment with the Company for any reason, you or your personal representative will return to the Company any Confidential Information which is in tangible form and which is then in your possession.

Non-Solicitation: During the term of your employment and in the event your employment with the Company ceases, you agree that, in addition to any other limitations, you will not directly or indirectly for a period of 2 (two) years following the cessation of your employment:

- a. Solicit or accept employment with any of the Company's Subsidiaries, Affiliates or Customers.
- b. Employ, solicit the employment of, or encourage or aid any other party to employ or solicit the employment of any Company employee or independent contractor.
- c. Contact any persons or companies that are Customers or Prospective Customers of BB or any of its affiliates or subsidiaries for the purpose of soliciting the Customers or Prospective Customers in competition with BB, its affiliates or subsidiaries, nor solicit or divert or cause anyone to solicit or divert, any such Customers or Prospective Customers from BB, its subsidiaries, and/or its affiliates.

Non-Competition: During the term of your employment with the Company and for a period of 2 (two) years thereafter, you will not, directly or indirectly, engage in any Competing Business.

Termination for Cause

The Company may, at any time,

- a. Terminate your appointment should you be absent from work or incapacitated from properly performing your duties owing to ill-health or accident for a period of three months by giving you 30 days notice in writing of its intention to do so;
- b. Summarily dismiss you, should you be guilty of breach of this offer of employment, insobriety, addiction to drugs, dishonesty, neglect of duty or other conduct wherein a Director, Personnel or senior manager of the Company certifies in writing to be detrimental to the business or interests of the Company (such certificate to be final and binding in all respects)

Should your appointment be terminated for any of the clauses mentioned above in a or b, then you shall not be eligible for any compensation or any remuneration beyond that which may have accrued to you at the date of the termination of your service or your dismissal.

Post Termination Obligations:

- a. **Covenant against Disclosure:** During and after your employment/engagement with BB, you agree not to disclose or use any knowledge or information of an unpublished, confidential, proprietary, or trade secret nature generated or otherwise acquired by you from BB or its customers.
- b. In addition to all other obligations with respect to the observance of the local government security regulations, you understand that it may be desirable or necessary for the BB or any of its suppliers, licensors, or customers to disclose to your information relating to the technology, systems methods of operations, products, and business data of BB or its suppliers, licensors, or customers and, you therefore agree to the following:
 - I. To accept and retain such data and information in complete confidence and, always during or after the termination of my employment, not to disclose or reveal such data or information to others and refrain from using such data for purposes other than those purposes authorized in writing by BB.
 - II. Not to directly or indirectly publish, communicate, divulge, or describe to any unauthorized person nor use, claim, patent, or copyright any such data or information during the term of my



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employment or at any time subsequent thereto without the prior written consent of BB.

- III. To keep the employment relationship of the BB with its BB suppliers, licensors, or customers confidential.

Return of Company Property: Promptly after termination of the employment hereunder for any reason, you shall return to the Company all property of the Company then in your possession, including without limitation papers, laptops, documents, computer disks, vehicles, keys, credit cards and Confidential Information, and shall neither make nor retain copies of the same.

Work Rules: You agree to observe all work rules specified in practice or policy that the Company may establish from time to time.

Activities: During the period of your employment with the Company, you will devote your full time to the work of the Company. Further, you will not take up (whether part time or otherwise) any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. Also you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudice the interest (s) / goodwill of the Company.

You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine, publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company's policies.

Miscellaneous: The validity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. These terms and conditions embody the entire Agreement between you and BB the parties hereto and supersedes all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. The waiver by you or BB of any breach or violation of any provision of this term and conditions shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Chennai, India.

Taxes: All payments to you, by this Company shall be subject to the deduction of applicable taxes / levies, as per the prevailing statutory provisions.

4. GENERAL

- a. You will be provided with a copy of the Employees Handbook. The Handbook details BB's code of ethics, policies and procedures to be followed during your employment with BB. You will read the handbook carefully and return a signed copy for our records. The Handbook and your agreement to abide by the rules laid out in the handbook will become an integral part of this employment agreement. Any violation of or non-adherence to the norms detailed in the handbook may result in immediate termination of employment with BB.

5. CONFLICT OF INTEREST

This policy is intended to avoid conflict between the personal interest of an employee and the interest of the Company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company, as illustrated below:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold on open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the Company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or



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as consultant of another company or organization doing or seeking to do business with the Company or an affiliate except with the knowledge and consent of top management.

- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the Company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payment, loans (other than with established banking or financial institution), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the Company.

The above conditions are subject to review and change. You will be guided by Company's policies that may change from time to time.

Please sign and return this offer of employment confirming your full acceptance of the offer and terms stated herein.

Yours sincerely,

For **BONBLOC Technologies Private Limited**

Jamunadevi Dhayanidhi

Jamunadevi Dhayanidhi
Service Delivery Head
BONBLOC Technologies Private Limited

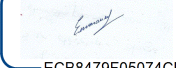
OFFER ACCEPTANCE

I agree to accept employment on the terms and conditions mentioned in the above letter. I understand that the offer will stand withdrawn if I do not join BONbLOC on the day and date mentioned below.

My date of joining BB is 09/07/2021

Name: Emmanuel Charles Samuel

Place: Chennai

DocuSigned by:
Signature: 
ECB8479F05074CB...
Date: 08/07/2021


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Annexure: Compensation

Name : Emmanuel Charles Samuel

Position: Graduate Trainee

	Monthly	Annual
200,000	Per month INR	Per annum INR
<u>Earnings</u>		
Basic	6667	80000
HRA	3333	40000
Other/Special allowance	6667	80000
Sub Total -A	16667	200000
<u>Deductions</u>		
LESS PF	(1800)	(21600)
Less ESIC	(125)	(1500)
Take home before tax	14742	176900
<u>Variable Pay (B)</u>		
Performance Bonus	5992	71900
Sub Total - B	5992	71900
<u>Other benefits @</u>		
Employer Contribution to PF	1800	21600
Less ESIC	542	6500
Sub Total - C	2342	28100
Total CTC- A+B+C	25000	300000

Onetime benefit – Joining bonus	Nil
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Please note that your compensation is personal to you and **considered as Company confidential information**, and you are expected to comply accordingly.