



Treemendous Plants Private Limited

CIN No.: U01122KA2007PTC044224

Regd Off: CoWrks, Purva Premiere Residency Road, Shanthala Nagar, Bangalore 560025

Tel: +91 080-61429112 Email: contact@treemendous.in Website: www.treemendous.in

Strictly Confidential

Date: 08th April 2021

To,
Mr. Tony. J,
Address: No. 54/2, DGQA Complex,
Meenambakam, Chennai-600114
Email: tonyjohn800@gmail.com
Ph.no: 9952040965

Dear Mr.Tony.J,

Sub: Offer of Employment

Regarding our discussions, we are glad to offer you the position of a **Management Trainee with effect from 15th April 2021. Your current city of training will be Bangalore.** Post training your deputation will be in Hyderabad.

The terms and conditions contained herein ("**Terms of Employment**") must be read as a part of all the Company's current policies.

1. Remuneration:

Your Gross stipend during your **TRAINING period (3 to 6 Months Period from Joining date)** will be **Rs 25,000/- Per Month**. Post successful completion of the training period the CTC will be **Rs. 3,60,000/- Per Annum**. In addition to this you will be provided with a monthly petrol allowance of **Rs.1000/-** per month, on production of Bills.

2. Responsibilities:

- 2.1. You agree that you will perform your duties with due diligence, devotion and permitted discretion. You will perform, observe, and conform to such duties, directions, and instructions, assigned, or communicated to you by the Company or on its behalf from time to time.
- 2.2. While in the employment of the Company, you shall not engage, whether directly or indirectly, in any trade or business or undertake any other employment with or without any commercial gain. You shall not use the Company's resources for other commercial activities or personal gain. Breach of this condition shall lead to immediate termination of your employment by the Company without notice or compensation.
- 2.3. All information, data, and knowledge regardless of form, generated in the performance of or delivered during employment, as well as any information provided to you by the Company, shall be and remain the sole property of the Company. You shall not divulge the same in any manner whatsoever or use it for your benefit or the benefit of any other person. You shall sign all consents that may be required in that connection.



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- 2.4. You agree to assign to the Company the entire right; title and interest, worldwide, in any invention or patent thereon conceived or first actually reduced to practice in the performance of employees. In connection with any such inventions or patents, you agree to furnish Company with information sufficient to file and prosecute patent applications and will execute all documents incident to such filing and prosecution.
- 2.5. You shall not have any right to use, in any manner whatsoever, any IPR (i.e copyright/trade name/ label mark/ trademark etc.), in part or in full belonging to the Company, whether registered or not. At the time of termination of employment, you shall return to the Company all materials as well as information in respect of intellectual property rights of the Company and return the Confidential Information. Including any copies or reproductions thereof and shall not use it further for other company or your purpose.

3. Income Tax:

Income Tax will be deducted under the prevailing laws.

4. General:

- 4.1. You shall be governed by the Service Rules & Regulations and policies of the Company that are in force or will be introduced and/ or modified from time to time. Any amendment or modification thereto shall be binding on you.
- 4.2. It is enjoined upon you to comply with all policies and professional standards of the Company (as may be amended from time to time), including but not limited to Occupational Health or Safety Policies, Business Ethics Policy, Code of Conduct and shall professionally perform your services.
- 4.3. You acknowledge and agree that during your employment with the Company, you may be assigned, transferred, or deputed to offices, departments, or units of the Company, whether in India or abroad.
- 4.4. You note that you are absolutely fit to perform the duties assigned to you. If at any time you feel that the responsibilities given to you are more than what you can handle, then it is your responsibility to inform the company in writing and address the issue. The company will not be held responsible for any incident if you don't inform the company of the issues you have faced in writing.
- 4.5. You may be required to travel, whether in India or overseas, in connection with your employment with the Company upon short notice to you for which you will be reimbursed travel expenses as per the Company policy applicable to you.
- 4.6. You shall communicate to the Company any change in your communication address as well as personal status. All communication sent to you in the normal course to the address given by you shall be deemed to have been received by you.
- 4.7. You shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses or infringement of the third party's Intellectual Property Right, arising as a result of the usage of any design or application, including software programmes and applications.
- 4.8. You agree that during the term of employment and for 24 (twenty-four) months after the termination of your employment, you shall not in any way, directly or indirectly:



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- (a) Induce or attempt to induce any employee of the Company to quit employment with the Company.
- (b) Otherwise, interfere with or disrupt the Company's relationship with its employees.
- (c) Solicit, entice, or hire away any employee of the Company.

5. Confidentiality:

- 5.1. You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees. During the term of your employment and thereafter, you shall (a) hold the Confidential Information in the strictest confidence; (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company; (c) not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without prior authorization of the Company; (d) give prompt notice to the Company of any actual or attempted unauthorized use or disclosure of the Confidential Information. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment.
- 5.2. "Confidential Information" means any proprietary or confidential information of the Company (provided to you by the Company or on the behalf of Company and its affiliate and their employees), business information or plans, technical data, business strategies, trade secrets or know-how, in any media of the Company, whether oral or written or in electronic format, and whether marked confidential or proprietary or not, including but not limited to, the Terms of Employment, research, projects or opportunities, proposals, sales and profit figures, finances, personnel information and internal publications. Confidential Information shall not include publicly available information. Any breach of the Confidential Information shall amount to misconduct.

6. Non-Compete

You completely understand that this is a very senior position you are being inducted in. The company will spend a lot of time, money, resources to train you to fill this role well. During the term of your employment and for at least five (5) year thereafter, you will not, directly or indirectly, either alone or jointly with or as a manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which works or result in direct or indirect competition with the business of the Company, without getting the NOC (No-Objection-Certificate) from the Board of Directors of the Company.

7. Data Protection

During your employment and for as long a period as is necessary following the termination of your employment, the Company will:
Produce, obtain, keep, and use personal data about you for administrative, management, analysis and assessment purposes and to comply with legal obligations in connection with your recruitment, employment and the termination of your employment, both in personnel files and on the Company's computer system.



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- (a) Obtain, keep, and use sensitive personal data about you relating to:
- Your health to enable the Company to safeguard your health and safety at work, for administrative and management purposes and for complying with statutory obligations.
 - Details of offences committed or allegedly committed by you where they have a reasonable bearing on your employment.
 - Your religious or similar beliefs when this is necessary to comply with statutory obligations.
- (b) Transfer some or all the information in the Company's records about you to Associated Companies, companies in which the Company or an Associated Company has a shareholding. Persons with which or whom the Company or an Associated Company has a contractual relationship or anticipates having a contractual relationship and Person processing data on behalf of the Company and the professional advisers of the Company or Associated Companies.
- The Company reserves the right to monitor your e-mails, internet use, faxed messages and electronic documents which are created, stored, communicated, or made on Company equipment and systems under the Company's email and internet policies. In signing this Agreement, you consent to the Company undertaking such monitoring and recording.

8. Health and Safety at Work:

It is the duty of all employees to take reasonable care of their health and safety. You are therefore reminded that you have a mandatory duty to observe all health and safety rules and take all reasonable care to promote health and safety at the workplace. Also, the company will not be responsible for any employee suffering with any pre-existing ailment or disease which can impede his/her performance. In case the employee is suffering from depression or any pre-existing medical condition which may influence their working, they need to inform the company in writing.

9. Collective Agreements:

There are no collective agreements in force concerning your employment with the Company.

10. Governing Laws:

This contract shall be governed and construed under Indian laws and only the courts in Bangalore shall have jurisdiction to deal with any disputes whatsoever arising out of the contract of employment, including any interpretation of any terms and conditions.

11. Lock-In Period

You will not be permitted to leave the company in the first 12 months of your employment as has been communicated to you during your interview. Career Growth within this period is entirely depends on your Performance.

12. Probation

You will be on probation for a period of Three (3) Months during the period of training. During this period or thereafter the company may terminate your employment if the performance is found unsatisfactory without any notice. The probation period may be extended or reduced based on the performance. Post the probation period the Employee will be confirmed on the regular rolls of the company.



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13. Retirement:

You will retire from the service of the Company on attaining the superannuation age of **60 years**. The date of birth as recorded in the official records submitted at the time of employment will be reckoned for this purpose.

14. Termination of Employment

Notwithstanding anything contained hereinabove, your employment may be terminated summarily, with or without notice, or payment of any kind in place of notice, at any time for gross misconduct or submission of false/incorrect information. Generally, this includes any fundamental breach of any contract or conduct which brings the Company into disrepute. Gross misconduct includes (but is not limited to), failure to obey a reasonable orders/instructions issued by an authorized representative of the Company, serious breach of safety rules, theft, fraud, sexual harassment, being under the influence of alcohol or drugs during working hours, unauthorized absence in breach of the Company leave policy, misuse of the Company's confidential information, breach of ethical or other policies of the Company, engaging in discriminatory behaviour, any act of disobedience, dishonesty, incivility, insobriety, or any act or omission, conduct or commission or irregularity, whether during employment or otherwise which in the opinion of the Company is detrimental to its interests.

15. The Company reserves its right to amend its policies (including the Terms of Employment) as may be deemed necessary. The revised policies and terms of employment will supersede the terms and conditions of the Offer.

16. Joining Documents

At the time of joining you are required to submit the following documents:

- (a) Copy of Updated CV
- (b) Your educational certificates copy.
- (c) Photocopy of your PAN Card.
- (d) A document for address proof

17. You are requested to sign the copy of this letter and return the same to us.

We wish you to Treemendous Growth in your career with Treemendous.

Best Wishes.

For Treemendous Plants Private Ltd

Devang A Dhandhan

CEO, Treemendous.in