22 April, 2019

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OFFER LETTER
(Personal & Confidential)

Dear Mr. Georgie P Leslie

This letter will memorialize the terms of your employment by Emvigo Technologies Private Limited as **UX Designer Trainee.** Your employment is contingent on your ability to furnish employment eligibility documentation as required by law. We look forward to your joining us and helping us grow the Company's business!

The terms of your employment are as follows:

Start Date: Wednesday, 24 April 2019

Probation period: Your probation period will be for 6 months starting from the above date, (unless otherwise specified in writing). At any point during this period if your performance is found extremely below standards the management is free to terminate your employment without any notice period. However on successful completion of your probation, you will be made a permanent employee of the Company and you will be eligible to participate in regular vacation, and other employee benefit plans established by the Company for its employees from time to time. If you decide to leave the company within 60 days of joining, the company is not entitled to give any salary or any other employee benefits thereof.

Leave and Working Hours: You will be entitled to leave as per company HR POLICY and will observe the working hours as may be applicable to your category of employees and location of posting.

Fulfillment Obligation: Any cash bonuses or other expenses paid prior to normal salary periods are recoverable by the Company for the first 90 days of employment should you terminate your employment without cause.

Confidentiality and Invention Assignment: Your employment is conditioned upon your execution of Confidentiality and Invention Assignment Agreements and agreement to abide by the terms and conditions of those Agreements. Failure to abide by the terms of the Agreements may result in your dismissal, and you are subject to their terms even after the termination of your employment.

Transfer & Relocation: You will be liable to transfer in such capacity as the company may from time to time determine to any other location, department, establishment, factory or branch of the company or its affiliate, associate or subsidiary companies. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

EMVIGO TECHNOLOGIES (P) LTD.
1st Floor | Idasseril Chambers | Link Park |
Pottakuzhi Road | Vaduthala | Kochi | Kerala - 682012
+91 484 3000381/382
contact@emvigotech.com | www.emvigotech.com

Non –Compete: You agree that during the term of your employment and for further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Company in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Company in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties (" Restricted Business), other than through the Company.

Non-Solicitation of Customers: You agree that during the term of your employment and for a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company.

Non – Solicitation and Non Hire of Company Employees: You agree that during the term of your employment and a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other Person to solicit or hire or entice away from the Company, any Company employee.

Term: Your employment may be terminated for cause by the Company with immediate effect at any time. No salary or allowances will be paid for any period if you are terminated for cause.

"Employee Agreement": To protect the interests of the Company, you will need to sign the Company's standard Terms & Conditions of Employment (attached as Exhibit A), invention assignment agreement, HR Policy, Confidentiality Agreement and conflict of interest agreement (collectively, the "Employee Agreements") as a condition of your employment. You represent that you're signing of this offer letter, and the Employee Agreements and your commencement of employment with the Company will not breach any agreement currently in place between yourself and current or past employers.

Joining process

The copies of the following documents shall be submitted by an employee on the date of joining:

- Proof of age (birth certificate/school leaving certificate/passport copy);
- Passport size photos – 1 no and one *soft copy*
- Local Address Proof Copy
- Original Educational and other qualification certificates + One set photocopy;
- PAN card copy

Please carry the originals of all the documents mentioned above. Original to be retained by the employee; and one signed copy to be handed over to Company by the employee (for the Employee file).

Salary Structure:

EARNINGS	AMOUNT	DEDUCTIONS	AMOUNT
Basic	4,000.00	**PF**	-
HRA	1,600.00	**ESI**	-
Conveyance Allowance	800.00	**TDS***	
Special Allowance	3,600.00	**Variable Pay****	
TOTAL	**10,000.00**	**TOTAL**	-
NET PAY			**10,000.00**
			INR Ten Thousand Only

Please confirm that this letter sets forth the terms of your employment with the Company by countersigning a copy of this letter below. Your signature below indicates that you fully understand the terms of your employment with the Company and that you enter this Agreement knowingly and of your own accord.

Sincerely,

Agreed:

EMVIGO TECHNOLOGIES PRIVATE LIMITED

HR Department

(Name & Signature)

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EXHIBIT A

Terms & Conditions of Employment

1. During the term of your employment with Emvigo Technologies Private Limited, you may not engage in any employment or act in any way, which either conflicts with your duties and obligations to Emvigo or is contrary to the policies or the interests of Emvigo.

2. During the term of your employment with Emvigo, you are required to disclose all material and relevant information, which may either affect your employment with Emvigo currently or in the future or may be in conflict with the terms of your employment with Emvigo, either directly or indirectly. If at any time during your employment, if Emvigo becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Emvigo reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by Emvigo.

3.You agree to conform to and comply with Emvigo' s Policy and such directions and orders as may from time to time be given by Emvigo.

4. During the term of your employment, should you desire to leave the services of Emvigo, you will have to give 60-day notice or salary in lieu thereof. Similarly, Emvigo shall be entitled to terminate your employment at any time by giving you one months' notice or salary in lieu thereof**.** The management reserves the right to hold the salary during notice period. The final settlement will be within 15 days from the last working day.

5.Notwithstanding anything mentioned in this Agreement, Emvigo may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Emvigo's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Emvigo Policy or other documents or directions of Emvigo, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Emvigo, or redundancy of your post in Emvigo, or upon you conducting yourself in a manner which is regarded by Emvigo as prejudicial to its own interests or to the interests of its clients .

6. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

7. At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from Emvigo on account of salary, bonus or any other such payments.

8. You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the India Arbitration and Conciliation Act, 1996. The venue for the arbitration will be Ernakulum.

This is to certify that I have read this Agreement and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them: