



Letrim Intelligence Services Pvt Ltd

1st Floor, Mirchandani Business Park
Near Sakinaka Metro Station
Andheri (E), Mumbai- 400072
Phn: 022 4250 2000

10th December 2020

Ms. Bhargavi Agarwal
Mumbai

Dear Bhargavi,

We are pleased to offer you a position with **Letrim Intelligence Services Private Limited (formerly Merit Software Services Private Limited)**. This letter confirms the terms of our offer with respect to your planned employment. The details of your offer are outlined below.

You will be based in our **Mumbai** office. You will be designated as **Research Analyst**

Your annual CTC (Cost to Company) will be **Rs 400000 /- (Rupees Four Lakhs Only)**, as outlined in Annexure A

If you have any questions or if there is any way we can help you further, please do not hesitate to call.

If the terms of this offer are acceptable to you, please sign on the last page of this letter or reply on E-Mail to signify your acceptance of this offer and return the same **before 5 working days from the date of issue of the offer letter**. If we do not receive your acceptance on or before this date, this offer shall stand automatically withdrawn.

We look forward to welcoming you as a valuable member to our team and hope you will have a long and successful career with us.

For

Letrim Intelligence Services Private Limited

A handwritten signature in blue ink, appearing to read "Deepanshu Mandlekar".

Deepanshu Mandlekar
Head of Mumbai Operations

Annexure A

Designation	- Research Analyst
Level	- L1
Reporting To	- Manager – Srikrishnan Dikshidar
Notice Period during Probation	- 1 month
Notice Period post Probation	- 2 months
Date of Joining	- 21 st December 2020

Letrim Intelligence Services Pvt. Ltd.		
Emp. Name/Code :	Bhargavi Agarwal	
Designation:	Research Analyst	
Compensation Heads	Amount(INR) (p.m)	Amount(INR) (p.a)
Basic	13,333	160,000
HRA	6,667	80,000
Leave Travel Allowance	1,111	13,333
Bonus	1,111	13,333
City Compensatory Allowance	8,670	104,041
Gross Salary (I)	30,892	370,708
Annual Retirement Benefits		
Employer PF	1,800	21,600
Gratuity	641	7,692
Total Annual Retirement Benefits (III)	2,441	29,292
Monthly Deductions		
Employee PF	1,800	21,600
Professional Tax	200	2,500
Total Deductions (II)	2,000	24,100
Net Take Home Pay Before Income Tax = (I) - (II)	28,892	346,608
CTC = (I) + (III)	33,333	400,000
You are also covered under Mediclaim, Personal Accident Policy and Term Insurance over and above your CTC.		

- 1. The Company reserves the right to restructure the components of your compensation as it may deem appropriate and all tax liabilities arising out of such a change or due to any change in tax enactment shall be borne by you.*
- 2. You will also be eligible to participate in our Retirement Benefits program, as applicable at your level i.e. Provident Fund / Pension and Gratuity.*
- 3. The Company at its discretion may pay other allowances to you from time to time.*
- 4. The Company reserves the right to change or modify the manner or mode of delivering compensation in its full discretion.*

Other Terms & Conditions

- Your appointment stands effective from the date you join the company. You will be contracted to work for at least six days in a week.
- The Company reserves the right to change or modify the manner or mode of delivering compensation in its full discretion.
- **Probation/Notice For Termination** – You will be on probation for six (6) months from the date of joining and upon satisfactory completion, you will be confirmed. During the probation period, either party may terminate this agreement by giving one (1) Months' notice in writing or salary in lieu thereof. Once confirmed, either party may terminate this agreement by giving Two (2) calendar months' notice in writing or salary in lieu thereof at the discretion of the management. The period of probation can be extended should performance not meet set standards.
- This offer is contingent upon the satisfactory completion of background investigations including employment history and personal references.
- You will automatically retire from the services of Letrim Intelligence Services Private Limited on attaining the age of 60 years.
- By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, Letrim Intelligence Services Private Limited desires you to undertake.
- Your services are transferable within India or abroad or to any of its associate or sister concerns or its subsidiary, whether existing today or which may come up in future at any time at the sole discretion of the Management.
- If your services are required outside of India for any length of time, you will be required to comply with the terms and conditions mentioned in the business travel agreement, which will be made available prior to the travel arrangements.
- During the term of your employment with the Company and thereafter, you shall keep all non-public business / proprietary information and trade secrets of the Company and of its affiliates, clients / customers, vendors and partners, whether disclosed to you or otherwise obtained in the course of your employment with the Company ("Confidential Information") as strictly confidential. You shall not disclose the Confidential Information to any third party or use the same for your own benefit or for the benefit of any third party, except as such disclosure or use may be required in connection with the fulfilment of your employment obligations or else, only with the prior written consent of the Company. You shall protect the Confidential Information with all reasonable care to prevent it from unauthorised use and unauthorized disclosure. As between you and the Company, any and all Confidential Information shall remain the sole and absolute property of the Company and you are permitted to use the same solely in the course of your employment with the Company. At the time of leaving the services of the Company, you shall return all materials/documents (in any form whatsoever) containing any Confidential Information (without retaining any copies thereof) in your possession or control, to the Company. Any Confidential Information that is stored / saved in digital / soft copy form on any of your devices, should be permanently deleted, without retaining any copies whatsoever. Unauthorized disclosure or use of the Confidential Information constitutes a serious misconduct and the Company will be entitled to take appropriate disciplinary action against you including termination of service. Any unauthorized use or disclosure of the Confidential Information will also cause irreparable damage to the Company for which compensation in money alone would not afford

adequate relief and therefore, the Company will be entitled, to obtain injunctive relief to protect its rights in addition to any and all other remedies available to it at law or in equity.

- All intellectual property rights, in India and abroad, for the full term of such rights and renewals thereof, in any “work” (as defined under the Indian Copyright Act, 1957 as amended from time to time), invention, original work of authorship, design, discovery, ideas, techniques, machines, methods, processes, uses, products, developments, concepts, devices, codes, configurations of any kind trademarks or trade secrets, and improvements made to any of the above, including but not limited to computer software, whether or not patentable or registrable under patent, copyright or other laws, conceived or created or reduced to practice, fully or in part, whether during business hours or otherwise and whether alone or in conjunction with others, by you during your employment with the Company (collectively “Inventions”), should be disclosed in writing to the Company immediately on such conception, creation or practice and shall stand automatically vested in and be the sole and exclusive property of the Company. To the extent that any such intellectual property does not so vest automatically in the Company, all your right, title and interest in the same shall stand automatically assigned to the Company on conception, creation or practice, generally and without any limitation, for the whole term thereof throughout the whole world without the need for any further writing or action. Any such assignment, in so far as it relates to copyrightable material, shall not lapse nor do the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. By accepting employment with the Company, you will be agreeing to execute and register any necessary documents and do whatever else may be necessary as may be determined by the Company in its discretion, at the cost of the Company, even after your employment has ended to further confirm the above ownership rights in favour of the Company. To the maximum extent permitted by law, you also agree explicitly to waive all moral rights in your contribution to the Inventions. The decision whether or not to commercialize or market any Inventions shall be within the Company’s sole discretion and for the Company’s sole benefit and no royalty or other consideration will be due to you as a result of the Company’s efforts to commercialize or market any such Inventions.

Representations & Warranties

By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with us, will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorised to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so.

You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal financial or legal advisors.

Further the Company is fully authorized to take appropriate action in the event of your indulging:

- *An act of fraud or dishonesty in the course of your employment with the Company;*
- *Conviction of (or a plea of no contest with respect to) a crime constituting a felony;*
- *An act or omission which causes you or the Company to be in violation of federal or local securities laws, rules or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualification;*
- *Failure to perform your essential job duties where such failure is injurious to the Company, its business interests or its reputation;*
- *Your material breach of any written policy applicable to your employment with the Company including, but not limited to other General Policies as effective and applicable to all the employees from time to time.*

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company, and any changes to such terms must be in writing and signed by you and an authorized representative of the Company

We believe that you are capable of making an outstanding contribution to Letrim Intelligence Services Private Limited and that we can offer you a challenging, rewarding and long career.

If you accept this offer, you are to commence employment and report to work at **Letrim Intelligence Services Private Limited, 1st Floor Mirchandani Business Park East, Saki Naka, Andheri, Maharashtra 400072** on **21st December 2020** at **10:00 AM (May differ according to situation)** . Please note that if you do not commence employment on the appointed Date of joining after accepting this offer, you will be in breach of your agreement and this will cause significant loss to the Company, which is estimated to be in the range of between Rupees 1-3 lakhs. Therefore, please do not accept this offer if you cannot commence work on the said Date of joining, either because you are going to look for other options or for any other reason. In the event you do not commence employment on the appointed DOJ after accepting this offer, the Company reserves the right to take legal action to recover the loss caused to it as a result of your breach.

**Yours sincerely,
For Letrim Intelligence Services Private Limited**



**Deepanshu Mandlekar
Head of Mumbai Operations
Date: 10th December 2020**

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I have read and understood the terms of this offer and hereby accept and agree to the same. I further understand that if I do not join work on the agreed Date of Joining, I will be in breach of this agreement for which I will be liable to compensate the Company.

Candidate Name:

Signature:

Date:

The parties submit all disputes arising out of or in connection with this Agreement are subject to the exclusive jurisdiction of the High Court of Chennai.

The CTC break up indicated is based on current statutory rules & regulations currently in force. These values may change based on any future revision of any statutory rules & regulations which may also effect take home pay.