

May 12, 2022

Mayur Chavan

Flat no 7, Jaywant Plaza,
Bhoir Nagar (Dalvi Nagar),
Near Bus Stop, Chinchwad
Pune-411033, MH.

Dear Mayur Chavan,

Following our discussions, we are pleased to extend an offer of full-time employment position with **Quantum ID Technologies (I) Pvt. Limited (will be referred to as “SmartKargo” henceforth)** beginning on 12th May, 2022 under the terms and conditions of employment detailed in this letter.

Commencement Date: The formal commencement date of employment is the date you are added to the payroll of SmartKargo. The Terms and Conditions of this Letter shall automatically be treated as withdrawn, null and void, if you do not, for any reason whatsoever, report to work on the indicated date.

Role: Your role at the time of joining will be of a “**Junior Software Test Engineer**” however; SmartKargo has a right to vary your role, position and/or department from time to time, according to the needs of SmartKargo.

Remuneration: The details of your salary and other benefits, to which you are entitled, are annexed to this Letter. SmartKargo shall withhold or deduct the amount of taxes and contributions from any amounts payable to you as may be required to be withheld pursuant to any applicable law or regulation. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest / penalty thereon.

Probation: The first six (6) months of your employment is considered as probationary period. During the probation period either party may terminate the employment by giving thirty (30) days prior notice and without the need to provide a reason. At the end of your probation period SmartKargo reserves the right to extend your probation period for a further period or terminate your employment by giving **thirty (30) days' notice to you**. In the aforesaid two cases, SmartKargo shall intimate to you in writing regarding the extension or the termination. If, no such communication is received by you from SmartKargo at the end of the probation period, your employment with SmartKargo shall automatically stand confirmed from the end of your probation and no separate confirmation Letter will be issued to this effect.

Place of Work: The location of your employment will be **302, Manikchand Ikon, 3rd Floor, B Wing, Bund Garden Road ,SmartKargo , Pune - 411001**, India; however, SmartKargo may require you to travel within India or overseas or may change the location of your employment, in accordance with SmartKargo business needs.

Policies: You agree to abide by all SmartKargo rules and regulations that now exist and/or may hereafter be promulgated. It shall be your duty to study and know the rules immediately upon joining SmartKargo or immediately upon their promulgation. Should you have any queries or concerns pertaining to such rules and regulations, it shall be your duty to seek clarifications from the HR

department and lack of knowledge shall not be construed as a reasonable excuse for breach of any rules or regulations.

No Alternate Employment: Since it is a full-time employment arrangement with SmartKargo, while in the employment of SmartKargo, you are in no way allowed to be employed in any other organization on a permanent, temporary or part time basis or offer any services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of SmartKargo. You shall comply with all directions given by SmartKargo and faithfully observe all the rules, regulations, and arrangements applicable in this respect.

Undertaking: You shall not disclose any confidential information of SmartKargo. All the proprietary rights, title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with SmartKargo shall vest with SmartKargo absolutely, You hereby undertake not to disclose any business, marketing strategic, pricing strategy, employee data, customer acquisition plan, customer data to any third party without prior permission of SmartKargo. You shall also be required to comply with certain non-compete and non-solicit restrictions imposed by SmartKargo. As a condition of your employment with SmartKargo, you shall be required to sign and comply at all times with; the attached Confidentiality, Protection of IP rights and Non-Competition Undertaking, which shall constitute a part of your employment with SmartKargo.

Background Checks: Your employment with SmartKargo is conditional upon satisfactory feedback from your references and necessary background, academic, medical, credit/financial and criminal checks, SmartKargo reserves the right to perform background and reference checks at any time during your employment when SmartKargo deems it necessary.

Right to Monitor: SmartKargo reserves the right to monitor, intercept, review and access your computer/laptop, cell phone, telephone log, internet usage, voicemail, e-mail, and other communication facilities provided by SmartKargo during your employment with us. It is important that you are aware that any and all communication(s) and activity (ies) on SmartKargo equipment or premises cannot be presumed private.

Accuracy of Information: Your employment with SmartKargo is based on the information and documents provided by you to SmartKargo in the application form / personal data form and otherwise. Such offer shall, at the option of SmartKargo, will be considered null and void and automatically withdrawn; if SmartKargo believes at any time that there is an error or willful suppression of the information or documents, provided by you. Should you have already joined SmartKargo, SmartKargo reserves the right to terminate your employment with immediate effect, without any notice or salary in lieu thereof.

Restrictions on Harassment and Discrimination: You hereby acknowledge that it is unlawful and against SmartKargo policy to sexually harass any person or discriminate against any person on the grounds of race, color of skin, national or ethnic origin, belief or sexual orientation. You will at all times inform your superior of any fact, matter or circumstance, with respect to yourself or any other person in the organization, of which you are aware, that constitute harassment or discrimination. SmartKargo hereby discloses that it adheres to Prevention of Sexual harassment policy and it will hereby provide you adequate information pertaining to POSH.

Supporting Documents: You are requested to submit the following to HR Department along with the acceptance of Terms and Conditions of employment with SmartKargo :

- Five passport size recent photographs
- Copies of your PAN Card , Aadhar Card and Passport
- Copy of Residence Proof
- Copies of your education qualifications certificates
- Pay slips of last 3 months
- Copy of the previous employer's relieving Letter (if applicable).

Termination of Employment

a) Your employment with SmartKargo can be terminated by yourself by giving in writing a minimum of ninety (90) days' notice. SmartKargo can terminate your employment by giving in writing a minimum of thirty (30) days' notice.

b) In case you have resigned or given a notice to terminate your employment, you are expected and required to diligently serve the entire notice period. However, in such a resignation situation, SmartKargo may, at its sole discretion, without being obligated to do so, (1) Require you to leave service at any time during the notice period after paying for the balance unexpired portion of the notice period or (2) Upon your request allow you to leave service during the notice period only upon you making payment to SmartKargo, the amount equivalent to your salary for the balance unexpired portion of the notice period. (3) In case SmartKargo is paying for the domestic relocation of you and your accompanying family members to the place of your employment, in the event you resign or terminate your employment with SmartKargo before one (1) year period, you agree to reimburse to SmartKargo for the for the full amount of the cost of relocation as per the Domestic Relocation Policy. Further, in such event, SmartKargo may set off any amounts due to you at the termination of your employment to reimburse SmartKargo for the cost of the relocation as per the Domestic Relocation Policy.

Misconduct: SmartKargo reserves the right to dismiss or terminate your employment with immediate effect and without any notice or salary in lieu thereof, for any misconduct on your part, including but not limited to the following:

- a) You have seriously or persistently breached any of the terms or conditions of your employment with SmartKargo.
- b) You are, in the opinion of SmartKargo , guilty of misconduct, negligence of duty, disloyalty, dishonesty, breach of confidentiality, misrepresentation, indiscipline, disobedience, irregular attendance and any act detrimental to the interests of SmartKargo or otherwise acted in any manner upon which dismissal may be justified.
- c) You are convicted of a criminal offence.
- d) Breach of integrity; or embezzlement, or misappropriation or misuse or causing damage to SmartKargo property.



CIN: U72200PN2006PTC129340



e) Conducting yourself in a manner which is regarded by SmartKargo as prejudicial to its own interests or to the interests of its clients.

Retirement: You will automatically retire from SmartKargo on attaining the age of 60 (sixty) years. An extension if any however, be given at the discretion of SmartKargo .

Corporate Action: If your employment is terminated by reason of the liquidation of SmartKargo for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of SmartKargo or any other corporate action (including a transfer of establishment its unit / undertaking) and you have been offered employment with SmartKargo upon such event on terms no less favorable to you than the terms and conditions in effect under this letter, then you shall have no legal or contractual claim against SmartKargo by reason of the termination of the employment.

Data Privacy: You understand that SmartKargo or any of its affiliated entities or their duly authorized agents and employees will be asking for your consent to hold and process, both electronically and manually, the data (including personal sensitive data and information contained in e-mail and attachments to email) they collect, store and/or process which relates to you for the purpose of the administration of their employees and business and compliance with applicable laws, procedures and regulations. It may also be necessary for SmartKargo and/or any of its affiliated entities to forward such data to competent authorities (including tax authorities), future employers and potential buyers of SmartKargo or businesses, accounting, auditors, lawyers and other external advisors or vendors, whether they are located in your country of employment or in other countries, to other offices it may have or to another affiliated entity outside your country of employment where such an entity has offices for storage and processing,

Severability: If any of the restrictions, limitations or obligations herein are deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the scope of such restriction, limitation or obligation shall be limited to: the maximum limit permitted by law, and such restrictions, limitations or obligation be severable to the extent of any invalidity, and the invalidity or unenforceability of any such restriction, limitation or obligation shall not affect the validity of other terms and conditions entered into.

Governing Law and Jurisdiction: This letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings. To enforce this letter you and SmartKargo hereby irrevocably submit to the exclusive jurisdiction of any competent courts situated at Pune and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

You hereby agree to comply with the applicable anti-bribery and anti-corruption policy of SmartKargo. SmartKargo shall be entitled, without any liability to terminate your services with immediate effect in the event it concludes, in its absolute discretion, that you have not adhered to its anti-bribery and anti-corruption policy.

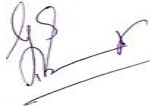
As a token of your acceptance of our offer and of the terms and conditions in this letter, please sign this letter, in the space provided below and return the same to the HR Department within 3 days from the date of receiving this letter. Our offer for employment under the terms and conditions specified in this letter shall automatically lapse, unless you confirm your acceptance of it within the prescribed time.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity without our prior written consent.

We look forward to you joining us at SmartKargo. In case you have any questions or would like to discuss the terms and conditions of this letter, please feel free to get in touch with **Shraddha Dwivedi**.

We take great pleasure in welcoming you to SmartKargo and sincerely hope that your period of service with us will be long, pleasant, and of mutual benefit.

Sincerely,



Mr. Nishant Gawand.

VP: HR & Administration.

SmartKargo

QuantumID Technologies (India) Private Limited.

By signing this letter, I, the undersigned, **Mayur R. Chavan** accept the terms and conditions as stated in this Letter and acknowledge and represent the following:

- a) I have been provided with a copy of this letter for review prior to signing it;
- b) I reviewed the letter and that I understand the terms, purposes and effects of this letter;
- c) I signed the letter only after having had the opportunity to seek clarifications;
- d) I was not subjected to duress or undue influence of any kind to execute this letter and this letter will not impose an undue hardship upon myself;
- e) I executed this letter of my own free will and without relying upon any statements made by SmartKargo or any of its representatives, agents or employees;
- f) This letter is in all respects reasonable and necessary to protect the legitimate business interests of SmartKargo;
- g) I have all requisite power and authority, and do not require the consent of any third party to sign this letter and grant the rights provided herein;
- h) The execution, delivery, and performance of this letter by me does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which I am a party or any judgment, order or decree to which I am subject;
- i) I am not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person or entity;
- j) I confirm my agreement to the terms of this letter, and will comply with every undertaking specified thereto; and
- k) I am legally permitted to reside and be employed in India.


I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on or before **12th May, 2022**.

Signed: _____

Encl: a/a

(Mayur R. Chavan)

Remuneration/Salary Annexure

Name - Mayur R. Chavan	12/5/2022	SMARTKARGO
<u>QID SALARY STRUCTURE</u>		
Junior Software Test Engineer	Cost To Company	
Pune	Monthly	Annual
<u>Allowances</u>		
Basic	15000	180000
House Rent Allowance	6000	72000
Other allowance		
Special Allowance	1384	16608
Total	22384	268608
<u>Reimbursements</u>		
LTA	1250	15000
Statutory Bonus	1500	18000
Total	2750	33000
Gross Salary	25134	301608
<u>Deferrals</u>		
Provident Fund - Employer's contribution	1950	23400
Gratuity		
Insurance		
Total	1950	23400
Cost to Company	27084	325008
<u>Deductions from Allowances</u>		
Provident - Employee's Contribution	1800	21600
Professional Tax	200	2500
Total	2000	24100
Take Home Salary	23134	277508
		
Nishant S Gawand		
VP: HR and Administration		
Quantum ID Technologies (I) Pvt. Limited		
Life & Medical Insurance, Benefits and Reimbursements are over and above the CTC		

EMPLOYEE BENEFITS PLAN		
	Benefits Coverage	Premium Details/ Charges Reimbursed
1	Group Mediciam Insurance Program. Employee and dependent family (spouse & 2 children), Parents OR Inlaws are covered under Group Mediciam Insurance Policy.	3 Lakhs + 1 Lakh Critical illness (Premium Paid by the company)
2	Group Personal Accident Insurance (GPA) Program. Through GPA you are covered by way of round-the-clock risk coverage against any accident occurring while at work or outside of work resulting in partial or total disablement or casualty.	INR 5 Lakhs (Premium Paid by the company)
3	Group Term Life Insurance (GTLI) Program. In the unfortunate event of death because of either accident or natural causes, employees surviving family members would be eligible for an insurance cover. In the unfortunate event of death because of either accident or natural causes, your surviving family members would be eligible for an insurance cover.	INR 2500000 (Premium Paid by the company)
4	Gratuity Benefit - As per Gratuity Act of 1972. This provides you a lump sum Gratuity benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased.	Premium Paid by Company
5	Annual Health Check-up - Covers Stress tests, Blood tests to determine status of Vital Organs, Blood Sugar, Chest Xray etc.	Diagnostic Test Fee of 2200 /- paid by the company
	Spouse, Kids and Dependant parents can avail discounted rate of 2200/- against actual rate of 7000/-	To be paid by employee for his dependants
6	Mobile Bill Monthly reimbursement (Only for Senior Managers)	INR 3000/- + Taxes
	Mobile Bill Monthly Reimbursement for On -Field Staff	INR 1500/- + Taxes
7	Broad Band Monthly reimbursement (Only for Senior Managers)	Up to 1200/- + Taxes
	Broad Band Monthly reimbursement for all other employees	Up to 900/- + Taxes
8	Travel & Meal Reimbursement for official trips/ client visits	Mentioned in Expense Policies (HR Policy Doc)



Identify. Track. Manage
CIN: U72200PN2006PTC129340



COVID 19 PANDEMIC BENEFITS		
	Covid19 Benefits - For Employee, Spouse, Kids and Parents	Covid19 Benefits
1	1 Lakhs Fund - For emergency hospitalization, oxygen, injections etc.	Interest Free refundable in 12 months
2	Reimbursement of all reports like RTPCR, Antigen, X rays and CT Scans	At Actual
3	Reimbursement of Vaccines Charges	At Actual