

**23 October 2021****Shubham Deshpande**  
**Bangalore**  
**Emp ID - I01097****APPOINTMENT LETTER**

Dear Shubham,

We are pleased to offer you the position of **Associate** at **TheMathCompany Pvt Ltd. Bangalore** on **27 October 2021** with the following terms and conditions.

1. Your compensation package will be **INR 8,00,000** per annum. Breakup of salary is appended to this letter. Salary will be payable as per the addendum and in accordance with the company policy and payroll process.
2. You shall be expected to operate with the highest degree of initiative, efficiency and responsibility. You will at all times act bearing in mind the best interests of the Company and will at no time, do or commit such acts which compromises the Company's reputation presently or at a future date.
3. You may resign the services of the Company at any time with due notice or in lieu of salary thereof, just as the company may conclude its employment relationship with you at any time without assigning any reasons with due notice or salary in lieu thereof. In cases of such resignation or termination, the Company shall not be entitled to pay any severance whatsoever in addition to the due salary in accordance with the notice period. The first six (06) months of your employment with the company will be on probation. Your performance will be evaluated on a periodic basis to determine if your performance meets company's requirement and if it is found that your performance as per the evaluation is not satisfactory, lucrative or does not meet the standard/ requirement which is set by the Company, the Company shall take appropriate step as per its discretion. The notice period applicable would be two (02) months during the period of probation and on fulltime or permanent employment as well. During the notice period the Company reserves the right to require the employee to complete the assignment based on business needs.
4. Your services will be liable to be transferred from one place/location to another and/or from one department to another either existing or to be set up in future, anywhere purely at the discretion of the Company. On such transfer, you will be governed by the rules and regulations and other working/service conditions as applicable at the place of posting
5. **Pre-condition for Employment:**
  - a) The terms and conditions laid out are pre-conditional for employment. The appointment letter is valid only after you sign the acceptance below at the time of joining.
  - b) You will be considered for a salary revision annually.
  - c) The offer of employment is on the basis that the information furnished by you is complete and correct. If at any time after or during employment, the information submitted by you is incorrect or false or you have concealed or withheld the company any relevant fact or information your employment with the company shall be liable for termination without any notice or salary in lieu thereof.
  - d) The payment of salary is personal to you and you are expected to treat the information strictly confidential and will not disclose, divulge or make it public. Any breach in this regard will be viewed as a violation of regulatory directions and will attract disciplinary action.





6. You are required to submit following documents at the time of joining:

- Photocopies of your educational qualifications
- Previous Company relieving Letter

Please sign a duplicate copy of this letter.

Thanking You,

**THEMATHCOMPANY PRIVATE LIMITED**



**Ashish Thomas Sam**  
**Head - People & Operations**

**Acceptance:**

I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the company. I am under no obligation or coercion to accept these terms and conditions of employment. I accept them of my own free will.

**Shubham Deshpande**  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Joining Date**



**Compensation Details**

Compensation Details		
Name	Shubham Deshpande	
Designation	Associate	
Particulars	Monthly	Yearly
Basic Salary	₹ 33,333	₹ 4,00,000
House Rent Allowance	₹ 13,333	₹ 1,60,000
Conveyance Allowance	₹ 2,083	₹ 25,000
Medical Allowance	₹ 1,250	₹ 15,000
Food Allowance	₹ 2,200	₹ 26,400
Leave Travel Allowance	₹ 1,667	₹ 20,000
PF Contribution (Employer Contribution)	₹ 1,800	₹ 21,600
Special Allowance	₹ 11,000	₹ 1,32,000
<b>Total Fixed Compensation</b>	<b>₹ 66,667</b>	<b>₹ 8,00,000</b>

- Leave Travel Allowance claims will be treated as per existing tax laws and the remainder will be paid as Executive Allowance and taxed accordingly.
- You are covered under Group Insurance Cover where you and your immediate family are eligible for ₹ 5,00,000 coverage per annum (Family refers to self, spouse, two children & parents/in-laws)
- In addition, you are also covered under Group Personal Accident Insurance cover up to ₹ 20,00,000 and Life Insurance cover up to ₹ 25,00,000





## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made this **27 Day of October month**, year **Two Thousand Twenty One**, between TheMathCompany (hereinafter called the "MathCo."), a Company registered under the Indian Companies Act having its principal place of business at Bangalore, and **Shubham Deshpande** (hereinafter called "Employee") residing at-

**Address:**

**Contact no.**

1. **General.** As an Employee of MathCo., a company incorporated in Bangalore, India, under the Companies Act 1956 and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MathCo., During my contract, I will not engage in activity that:

- (a) conflicts with MathCo. business interests, including without limitation, any business activities not contemplated by this agreement, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MathCo., or
- (c) interferes with the independent exercise of my judgement in MathCo. best interests.

As used herein, MathCo. Business means the development, marketing and support of software and services for business and professional use including operation systems, application program, Internet related websites or e-commerce solutions as well as books and hardware for the microcomputer and Internet marketplace.

2. **Recognition of Absolute ownership.** That I do hereby recognize and admit that MathCo. is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of MathCo., including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace used by me in the course of my contract with MathCo.

I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same.

3. **Non-Disclosure.** At all times, during my contract and thereafter, I will not disclose to anyone outside MathCo. nor use for any purpose other than my work for MathCo.:

- a. any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MathCo., including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers,
- b. any information MathCo. has received from others which MathCo. is obligated to treat as confidential or proprietary or
- c. any confidential or proprietary information which is circulated within MathCo. via its internal electronic mail system, intranet or otherwise.





I will also not disclose any confidential or proprietary information to anyone inside MathCo. except on a “need-to-know” basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to whom, if anyone inside MathCo. it may be disclosed, I will consult with my manager at MathCo.

4. **Assignment of inventions.** I hereby assign exclusively to MathCo. all my right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein “Inventions”) that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the contract of MathCo. I will make prompt and full disclosure to MathCo. of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of MathCo.

I hereby waive and quit claim to MathCo., any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to MathCo.

5. My obligation to assign shall not apply to any invention about which I can prove that:

- it was developed entirely on my own time; and
- no equipment, supplies, facilities, services or trade secret of MathCo. was used in its development; and
- it does not relate
  - directly to the business of MathCo. or
  - to the actual or demonstrably anticipated research or development of MathCo.; and
- it does not result from any work performed by me for MathCo.

6. **Excluded and Licensed inventions.** I have attached hereto, a list describing all inventions – belonging to me and made by me prior to my contract with MathCo. that I wish to have excluded from this agreement. If not such list is attached, I represent that there are no such inventions. If in the course of my contract at MathCo., I use in or incorporate into a MathCo. product, program, process or machine, and invention owned by me or which I have an interest, MathCo. is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.

7. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MathCo. is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering inventions assigned to MathCo. as stated above, I hereby irrevocably designate and appoint MathCo. and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MathCo. request and expense in any interference, litigation or other legal proceeding that may arise during or after my contract.

8. **Third party information.** I recognize that MathCo. has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on MathCo. part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my contract and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in MathCo. and consistent with MathCo. agreement with such customers or third party. I will not use such information for the benefit of anyone other than MathCo. or such third party, or in any manner inconsistent with any agreement between MathCo. and such third party of which I am made aware.

9. **Prior Employer Information.** During my contract at MathCo., I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of MathCo. , any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.





10. **Presumption of breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MathCo., including without limitation, concepts, technique's processes, methods, system's, designs, clients, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers as well as software for business and professional use, application programs, internet websites, e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this agreement by me.

11. **Return of materials.** At the time, I leave the Consulting Contract of MathCo., I will return to MathCo. all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's. Tapes, DAT Drives and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, ID cards or other property belonging to MathCo.

12. **Non-solicitation.** While on a Consulting Contract at MathCo. and for a period of 1 year from the termination of my Consulting Contract, I will not induce or attempt to influence directly or indirectly, any Employee at MathCo. to terminate his Consulting Contract with MathCo. or to work for me or any other person or entity.


13. **Personal property.** I agree that MathCo. will not be responsible for loss, disappearance, or damage to personal property on MathCo. premises.

14. **Relief.** I acknowledge that any violation by me under this agreement, and/or any obligation of like nature, will cause irreparable injury to MathCo., and MathCo. shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. **Entire Agreement.** I agree that this agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this agreement shall be the courts of India. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford MathCo. the maximum protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my contract.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed on this 27 day of October 2021.

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(Signature of Employee)

  
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(Signature of Employer)



