



13-Jan-2021

**Ms. Noor Sabha**

No.14, 5th floor, sunrise apartment, ratan singh road, frazer town,  
Bangalore, 560005

Dear Noor,

On behalf of Deluxe Entertainment Distribution India Private Limited, a company incorporated under the laws of India with its registered office at ("**Company**"), we are pleased to appoint you to the position of Tech Conforms Specialist . This Agreement sets forth the terms of your employment with the Company. This Agreement together with the attached **Appendix A**, "Compensation", when signed by you and an authorised Company representative, will be a legally binding agreement. This Agreement supersedes all prior communication, written or otherwise, with respect to the terms of your employment with the Company.

The purpose of this Agreement and attached Appendix A is to set out the terms of your employment with the Company as follows:

## **CONTRACT OF EMPLOYMENT**

This contract of employment ("**Agreement**") is made and entered into between the Company, with its place of business at Tower C, 4th floor, Smartworks Global Technology Park, Outer Ring Rd, Bellandur, Bengaluru, Karnataka 560103 , and Noor Sabha , an individual, residing at No.14, 5th floor, sunrise apartment, ratan singh road, frazer town, ("**you**" or "**your**"). The Company and you shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

### **1. Commencement of Employment**

1.1 Your effective date of employment will be 16-Jan-2021.

### **2. Terms and Scope of Employment**

2.1 You will be employed in the position of Tech Conforms Specialist.

2.2 Your place of work will be at Tower C, 4th floor, Smartworks Global Technology Park, Outer Ring Rd, Bellandur, Bengaluru, Karnataka 560103 .

2.3 You will report to Sylesh Satish or such other successor or designee of the Company as communicated to you in writing.

2.4 Under the terms of this Agreement and without the need to terminate the employment relationship or to enter into a new agreement, the Company may, at its discretion, assign you additional tasks, modify or remove your assigned duties, or change the place of your employment without additional compensation to you. The Company reserves the right to transfer your services to any of its other branches / locations / departments / offices / sites / affiliated companies or divisions of the Company either in India or abroad as it may deem necessary solely at the discretion of the Company and for such period of time that the Company deems appropriate. Subject to the applicable laws, the Company also

reserves the right to transfer your services under substantially the same terms and conditions contained herein, to any successor-in-interest by virtue of any corporate restructuring, amalgamation, takeover or merger by or of the Company. The Company shall notify you of such change in the structure of the Company, as per applicable law.

2.5 Your appointment as a permanent employee of the Company shall be subject to confirmation following the completion of a satisfactory probationary period of not less than 6 (six) months, or such additional period as the Company may consider necessary. The decision of the Company on whether to confirm your employment with the Company, extend the period of probation or terminate your employment, shall be final and shall not be subject to challenge.

2.6 You agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the Company.

2.7 You agree and consent to the Company undertaking a background check on you either by itself or through third party agencies. You agree that this Agreement is contingent upon a satisfactory background check as well as verification of your previous employment, salary history and any representation made by you (either verbally or in writing) at any time during your application for employment, recruitment, or onboarding with the Company. Any false information provided or misrepresentation by you may result in immediate termination of this Agreement with no further compensation to you. You further agree and provide your consent to the Company to undergo a drug test which will be conducted by a registered medical professional, in the event the Company has reasonable grounds for suspecting that you are under the influence of illegal drugs or alcohol while at work. On receipt of a positive test, the Company shall discuss the results with you and take necessary action which may include termination of services.

2.8 You agree and consent to the Company using and storing your personal information or sensitive data, for the business of the Company.

2.9 You acknowledge that in view of the Company's intention to conduct business and service customers all over the world, you shall conform to such additional practices as may be required by the Company. Such practices may include special requirements prescribed by customers of the Company, including relating to standards for the protection of confidential information. You acknowledge and consent to the Company's unfettered right to conduct employee bag searches at its sole discretion as and when deemed necessary, in pursuance of its security policies aimed at ensuring safety and integrity of its clients' intellectual property / assets, while in our custody.

2.10 You shall be a full-time employee of the Company and will devote your professional skills and energies entirely towards the conduct of your duties under your employment with the Company. During your employment with the Company, you shall not simultaneously engage yourself in any other employment, business or professional activity, whether part-time or full-time, with or without compensation, directly or indirectly, without prior written consent of the Company.

2.11 You will be responsible for keeping safe and in good condition and will truly and faithfully account for and deliver to the Company, all Company material entrusted to you, including, but not limited to, all monies, securities, cellular phones, laptop, car and other equipment and other property belonging to the Company which you may receive for, from or on account of the Company ("**Company Property**"). In the event of any damage or loss to the Company Property entrusted to you, you shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

2.12 You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies, framed, amended, modified or omitted by the Company from time to time, which shall be binding on you as though they were incorporated in this Agreement.

2.13 You will be provided with an employee handbook and other policy documents, if any or which may be applicable to you, wherein the Company policies in connection with the prevailing laws and regulations have been provided in detail. You are required to adhere to the same, in its strictest sense and any violation of the same shall warrant your dismissal, as per Clause 8 of this Agreement. Therefore, you are advised to go through the employee handbook and any other policy documents issued to you, if any or which may be applicable to you, to understand your rights, duties and obligations while in employment with the Company.

2.14 You will also be governed by laws enacted by Central or State Government or local authorities as may be applicable to you from time to time.

### **3. Compensation and Benefits**

3.1 Your salary will be payable in monthly arrears by the last day of every month, subject to any deduction, including, without limitation, the usual deductions for tax and social security contribution at the rate prescribed by applicable law. The manner in which your salary shall be payable is included as Appendix A to this Agreement. This salary may be amended from time to time by the Company at its sole discretion. This salary includes compensation for all services rendered under this Agreement.

3.2 The Company reserves the right to deduct from your salary any sums which you may owe to the Company or be liable to the Company including, without limitation, any overpayments, loans or advances made to you by the Company.

3.3 The payment of any bonus, royalty, commission or incentive (whether in cash or in other form) shall be at the absolute discretion of the Company, and the Company shall not justify any legal claim on your part or your legal representatives, even if such payment was made repeatedly and without any explicit reservation as to its voluntary nature.

3.4 The Company also reserves the right to withhold any bonus or award payment or withdraw any such payment at any time.

3.5 The responsibility for making the requisite income tax filings and responding to any queries and questions from the Indian tax authorities shall vest solely with you, and the Company will not be responsible for any tax filings in respect of your income in India.

3.6 Any benefits which may from time to time be provided by the Company to you which are not expressly referred to in this Agreement shall be provided at the entire discretion of the Company and, unless so agreed in writing, shall not form part of your terms and conditions of employment.

3.7 Your terms of employment and compensation are strictly confidential, and you shall not divulge the same to any other employee of the Company except where required by Company policy.

### **4. Leave Entitlement**

You will be entitled to such number of leaves which shall be in accordance with the policies of the Company and the applicable laws in this regard.

### **5. Hours and Business Travel**

5.1 The working hours under this Agreement will be 45 hours per week, the Company business day is generally from 6:15 AM to 3:15 PM inclusive of the daily 30-minute meal break and two 15-minute tea/coffee breaks. Notwithstanding, your duties may require you to engage in travel on behalf of the Company, and to work any additional hours required by the nature of the business of the Company, subject to the terms of the Company's overtime policy, as applicable. You expressly agree to accept such reasonable travel and additional hours of work without additional compensation unless otherwise required by the applicable laws and/or Company policy.

5.2 Business travel and assignments outside of India will be notified to you in advance, but you agree that you will not refuse such travel and assignments without imperative reasons.

### **6. Professional Expenses**

6.1 Any reasonable and necessary professional expenses incurred by you for travel and lodging or any other expenses incurred in furtherance of the Company business, will be reimbursed to you in accordance with the standard policies of the Company, in effect from time to time, upon presentation of documentary evidence acceptable to the Company.

### **7. Disability**

7.1 You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, reasons for the incapacitation must be given to the Company by you.

## **8. Termination of Employment**

8.1 Termination with Cause: Your employment may be terminated by the Company without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company.

8.1.1 Misconduct will include:

1. Improper conduct that is materially detrimental to the Company or its operations;
2. Wilful or intentional act (or wilful or intentional omission to act) in any way, with the intent to harm the Company, that has a direct, substantial and adverse effect on the Company's reputation;
3. Any dishonest or fraudulent conduct or act or any breach of trust or breach of faith whether or not the same causes any actual harm or damage or loss to any person including the Company;
4. Material breach of any of the terms, conditions, covenants, undertakings and obligations applicable to, undertaken by or imposed on the Company;
5. Unauthorised use of the Company's proprietary information or intellectual property rights or the commission of any act (or omission to act) involving gross misconduct including, without limitation, dishonesty, embezzlement or usurpation of corporate opportunity;
6. Pleading to or being convicted of any misdemeanour involving moral turpitude or any felony;
7. Breach of your obligations under this Agreement including without limitation the obligations under Clause 9 of this Agreement or violation of the Company policies; and
8. Any other acts which would constitute misconduct as per the applicable laws.

8.1.2. Termination of your employment under this sub-paragraph would be without prejudice to the Company's right to claim the actual damages it has suffered through this breach and / or any other relief to which the Company may be entitled under contract, law or equity.

8.2 Termination other than with Cause: Subject to Clause 8.1 (Termination with Cause), your employment may be terminated in the following manner:

8.2.1 Disability or Death: This Agreement shall automatically terminate upon your total permanent disability, wherein you are entirely unable to resume your services in the Company, or death. Upon such termination, the Company shall pay you or your legal heirs, any earned salary and compensation in accordance with this Agreement and applicable law.

8.2.2 Termination without Cause: Except in the case of termination for cause and during the probation period as set out in Clause 2.5 above, which may not require notice or payment in lieu of notice, your employment may be terminated by the Company by providing you with 1 (one) month's written notice of termination, or salary in lieu of notice. You may also resign from the Company's employment by providing the Company with 1 (one) month's notice. Any waiver of your obligation to provide the Company with notice as mentioned herein, shall be at the sole discretion of the Company under any circumstances whatsoever. For the purposes of clarification, your employment may be terminated immediately by the Company, without providing any notice or payment in lieu of notice, at any time, with cause as set out in Clause 8.1 above or during the probation period as set out in Clause 2.5 above.

8.3 Upon termination of this Agreement in terms of Clause 8.1 or 8.2 above, the Company shall have the right to permanently relieve you from the performance of any and all duties of the position upon the continued payment of your compensation, as in effect, for the duration of any notice period required. At the end of the notice period, any outstanding annual earned leave shall be paid to you, in accordance with the leave policy of the Company, at the relevant time. On termination, the Company shall not have any further liability to you other than as specifically set out in this Clause.

8.4 Immediately on termination of your employment, you shall return to the Company the Company Property, as defined above, and including, but not limited to, any and all books, documents, money, securities devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential information or any other documents or property, or reproductions of any of the aforementioned items belonging to the Company or for which the Company is liable to others and which shall be, or which ought to be, in your charge or custody pursuant to your employment with the Company or otherwise in the possession of the Company. You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than the Company or any person authorised and designated by the Company in this regard, any of the aforementioned items. If you hold any information on any equipment which you own, you shall forthwith copy that information onto an appropriate medium, supply that copy and any other copies in your possession to the Company and then delete such information from all equipment in your possession.

## **9. Conflict of Interest and Proprietary Information**

9.1 You represent and warrant that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your job responsibilities for the Company.

9.2 You will be required to enter into an Employee Non-Disclosure, Proprietary Information and Inventions Agreement, with the Company ( "**Proprietary Information Agreement**"). The Proprietary Information Agreement shall set out your obligations related to the Proprietary Information to which you shall be privy to in course of your employment with the Company. For the purposes of this clause, Proprietary Information shall mean any and all confidential and / or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "**Proprietary Information**" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, patents, copyrights, trademarks or any intellectual property of the Company (hereinafter collectively referred to as "**Inventions**"); (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) tangible and intangible information relating to computer software programs (source or object code, machine or human understandable), data bases, architectures, interfaces, techniques, technical information, engineering data and methodologies, specifications, and confidential data and personal identifiable information; and (d) information regarding the skills and compensation of other employees of the Company.

9.3 The Proprietary Information Agreement shall form an integral part of this Agreement and the provisions of this Agreement shall be read with the provisions of the Proprietary Information Agreement.

## **10. Non-solicitation and Non-compete**

10.1 You agree that, during your employment with the Company and for a period of 12 (twelve) months following the date of cessation of your employment with the Company, you will not contact or provide any assistance to any other person or organisation which seeks to contact (i) any of the Company's employees or contractors for the purpose of soliciting, inducing or attempting to induce any of the Company's employees or contractors to terminate their employment or other relationship with the Company; or (ii) any of the Company's clients and customers to cease to do business or to reduce the amount of business they do with the Company.

10.2 You agree that you shall not, for a period of 12 (twelve) months following the date of cessation of your employment with the Company, either on your own behalf or on behalf of any other person, firm or company, directly or indirectly, in competition with the part of the Company's business which you shall have been actively engaged or involved at any time during the period of the 12 (twelve) months prior to the date of cessation of your employment with the Company, approach, offer services to, or deal with any person, firm or company who, at the date of cessation of your employment with the Company or at any time during twelve (12) months prior to that date, was a client of the Company, in each case being a party with whom you have been actively engaged or involved during such period by virtue of your duties hereunder.

10.3 You acknowledge that the time and scope limitations of your obligations under this Clause 10 are fair and reasonable in all respects, especially in light of the Company's need to protect its business and scope and nature of its business and you will not be precluded from gainful employment if you are obligated not to compete with the Company or solicit its employees, contractors, customers or others during the period as set forth herein.

## **11. Corrupt Practices**

11.1 During the period that you are employed with the Company, you shall not, either on behalf of the Company or in the pretext thereof, offer any Government Officer any consideration for the performance of any assessment or decision that may be favourable to the Company, other than the legally acceptable, official and Company approved consideration. The Company follows a zero-tolerance policy towards corrupt practices and you shall strictly abide by the provisions of this Clause. The Company treats any violation of this Clause very seriously and shall take strict action including and up to termination of employment.

11.2 For the purposes of this Clause, "**Government Officer**" includes any person working in or acting on behalf of any person working in any organisation that is part of a Government of any country or which is wholly or partially controlled by such Government or which exercises any quasi-government function.

11.3 During the period that you are employed with the Company, you shall not, either while acting on behalf of the Company or in the pretext thereof, accept from any person or entity, any consideration for any assessment or decision may be favourable to that person or entity. Such consideration shall include any item or conduct that may be of value such as a gift, bribe, payment, performance, favour, etc.

## **12. Indemnification**

12.1 Without prejudice to any other right available to the Company in law or under equity, you shall be liable to compensate and indemnify, defend and hold harmless the Company, its affiliates, their directors, shareholders, officers and employees, from and against losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with the breach or alleged breach of your representations, warranties and/or covenants under this Agreement and applicable law. The Company shall be entitled to defend itself pursuant to this Clause at your cost.

## **13. Remedies**

13.1 You agree that if you violate the provisions of this Agreement, in addition to damages, you may be subject to court enforcement of the specific terms and provisions of this Agreement. You acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Company would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific language of this Agreement.

13.2 All of the rights, duties and obligations of the Company as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude the Company from pursuing additional remedies available.

## **14. Severability**

14.1 The Parties mutually agree that the provisions of this Agreement are severable, and if any one provision is found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable.

## **15. Successors and Assigns**

15.1 It is agreed that for the purpose of this Agreement, " the Company" includes the Company signatory thereto, any of its parent, subsidiaries, subdivisions and affiliates to the fullest extent permitted by law. The Company will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and will not be assigned by you.

## 16. Notice Under the Agreement

16.1 Any amendment, notice, or other communication under this Agreement shall be delivered in person or by email to you or an authorised representative of the Company.

16.2 All notices and other communications required or permitted under this Agreement will: (a) if delivered personally, be deemed given upon delivery or when delivery is refused; and (b) if delivered by email, be deemed given when electronically confirmed as sent.

16.3 The Parties mutually agree to make every reasonable effort and accommodation required for the timely receipt of notices required under this Agreement.

## 17. Choice of Law

17.1 This Agreement is to be governed and construed in accordance with the laws of India and subject to the jurisdiction of appropriate courts at Bangalore.

We are pleased that you are interested in the Company and we all look forward to working with you. We believe that you will find the Company a truly exciting and fulfilling place to work.

This Agreement supersedes any prior oral or written agreements between the Parties relating to your employment with the Company. Further, this Agreement together with the attached Appendix A (Compensation) and the Proprietary Information Agreement constitute the entire Agreement relating to the terms contained herein. Any other matter not provided for in this Agreement shall be governed by the applicable laws of India. Unless otherwise authorised herein, this Agreement can only be modified in writing, signed by you and the Company.

This Agreement will remain valid until it is terminated in accordance with the provisions of this Agreement. If this Agreement is not signed and returned by 15 Jan 2021, this Agreement will be considered null and void.

The Parties acknowledge and agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and Parties agree that this Agreement is fair and reasonable. The Company and you acknowledge our acceptance and understanding of this Agreement by our respective signatures below.

In Tower C, 4th floor, Smartworks Global Technology Park, Outer Ring Rd, Bellandur, Bengaluru, Karnataka 560103

For and on behalf of Deluxe Entertainment Distribution India Private Limited

By: Naveen Sharma

Title: Talent Acquisition Manager

AGREED AND EXECUTED

Noor Sabha

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[Insert Date]

ANNEXURE - B

Private and Strictly Confidential

Salary Annexure (Reference to Offer Letter)

Name : Noor Sabha

Designation : Tech Conforms Specialist

Date of Joining : 16 Jan 2021

**COMPENSATION**

<b>Salary Components</b>	<b>Annual</b>
=====	
<b>Basic</b>	<b>: 186,000</b>
<b>HRA</b>	<b>: 74,400</b>
<b>Medical Allowance</b>	<b>: 15,000</b>
<b>Conveyance Allowance</b>	<b>: 2,280</b>
<b>Leave Travel Allowance</b>	<b>: -</b>
<b>City Compensatory Allowance</b>	<b>: -</b>
<b>Gross Salary (A)</b>	<b>: 2,77,680</b>
<b>Company's PF Contribution (B)</b>	<b>: 22,320</b>
<b>Statutory Bonus (C) Annual</b>	<b>: 36,000</b>
<b>Annual Gratuity(As Per Gratuity Act) (D)</b>	<b>: 8,942</b>
<b>Annual Bonus (E)</b>	<b>: -</b>
<b>Annual Avg Medical Insurance cost for 3 (F)</b>	<b>: 17,223</b>
<b>Total Cost to Company (A+B+C+D+E+F)</b>	<b>:3,62,165</b>

**Employee Statutory Contributions/Deductions**

=====	
<b>Employee's PF Contribution</b>	<b>: 22,320</b>
<b>Professional Tax</b>	<b>: 2,400</b>
<b>Income Tax</b>	
=====	
<b>Total Employee Statutory Contributions /</b>	
<b>Deductions</b>	<b>: 24,720</b>

1. Medical Allowance will be paid monthly. It will be treated as non-taxable if actual bill/receipts are produced before the last day as stipulated by the management.
2. LTA will be paid monthly and will be treated as per Income Tax Act, 1961.
3. Income Tax shall be deducted at source as per the rules under the Income Tax Act, 1961.



4. The aforementioned salary structure is subject to change as per the future Acts, if any, or statutory changes, modifications or amendments in the applicable laws, such as the ESI Act, 1948, Minimum Wages Act, 1948, etc.

The Company shall inform you of the changes, if any, to the same.

For Deluxe Entertainment Distribution India Private Limited

I acknowledge the above

Naveen Sharma  
Talent Acquisition Manager

## **Deluxe Entertainment Distribution India Private Limited**

### EMPLOYEE STATEMENT

I accept the offer of employment at Deluxe Entertainment Distribution India Private Limited, commencing on the date stated above and as per the terms laid out above. I have had the opportunity to ask questions about the Company's policies and rules and have read and understood the terms and conditions governing my employment with the Company. I agree to abide by these policies and rules during my employment and understand the consequences for the failure thereof.

Employee Name: \_

Employee Signature:

Date:

