

EMPLOYMENT AGREEMENT

19TH AUGUST 2022

BY AND BETWEEN

SYNCLATURE CONSULTANCY PRIVATE LIMITED

AND

RHEA SIMON

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made at Mumbai, India on this 19th day of August, 2022, effective from 1st July 2022 ("**Effective Date**") by and between:

SYNCLATURE CONSULTANCY PRIVATE LIMITED (CIN: U74999MH2016PTC282067) a company incorporated under the Companies Act, 2013, having its registered office at Maneesha 7, Anand Nagar, Swami Nityanand Marg, Andheri East, Mumbai, Maharashtra - 400 069, India (hereinafter referred to as the "**Company**").

AND

RHEA SIMON (PAN: KQNPS2846P) an adult Indian inhabitant having her permanent residence at 104, D1, Mahalaxmi Vihar, Vishrantwadi, Pune 411015 (hereinafter referred to as the "**Employee/you**").

Company and the Employee are individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. The Company is engaged in the business of providing cyber security and risk advisory services to private, public and government clients.
- B. The Employee has represented that she has the necessary skills and abilities to provide the services as per the requirements of the Company.
- C. The Company is desirous of hiring the Employee, in full time employment of the Company and the Employee has agreed to this appointment in the position of Information Security Analyst.
- D. The Employee represents and warrants that she has the right, power and authority to enter into this Agreement and perform and fulfil its responsibilities and obligations specified in this Agreement. This Agreement when executed by the Employee, shall constitute valid and legally binding obligations of the Employee, enforceable in accordance with the terms and conditions of this Agreement.
- E. The Parties are desirous of recording the terms and conditions of employment herein below.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 APPOINTMENT AND REMUNERATION

- 1.1. **Designation:** Information Security Analyst
- 1.2. **Location:** Mumbai and Remote working
- 1.3. **Remuneration:** You will be paid a total remuneration of INR 3,60,000/- (Rupees Three Lakh Sixty Thousand Only), in consideration of the proper performance and discharge of your duties and obligations set out herein, and perquisites set out in detail under Annexure 1. The remuneration and perquisites paid to you will be reviewed annually. However, the Company is not obligated to revise your remuneration as a result of the annual review. The Company shall additionally be entitled to alter and vary the terms of remuneration and perquisites paid to you even otherwise, should it deem fit. Any change in remuneration and perquisites will be effected only in writing.
- 1.4. Income-tax payable, if any, on or in respect of the remuneration paid to the Employee shall be borne and paid by the Employee.

2 PROBATIONARY PERIOD

The Employee's employment is subject to an initial probationary period of 6 (six) months ("**Probationary Period**"). The Company may at its sole discretion extend or reduce this probationary period. Once the Employee has successfully completed this Probationary Period to the satisfaction of the Company, the Employee shall receive a written communication intimating the Employee of the end of his Probationary Period and confirmation of employment thereof. The Employee shall be deemed not to have completed her Probationary Period until receipt of such written confirmation from the Company.

3 DUTIES OF THE EMPLOYEE AND RIGHTS OF THE COMPANY

3.1 During her employment with the Company, the Employee shall:

3.1.1 devote the whole of her time and attention exclusively to the business of the Company and shall use her best endeavours to promote its interest and welfare.

3.1.2 diligently, faithfully and to the best of her abilities serve the Company and perform all duties and responsibilities normally associated with her position, and such other directions, duties and responsibilities as may be given/entrusted to him from time to time, in a proper and efficient manner and shall in the performance of her duties and responsibilities use all the knowledge, skill and experience which he possesses;

3.1.3 report punctually at her office or at such other place or places as her duties and responsibilities may require;

3.1.4 attend to her duties during such hours of work as the Company may from time to time require. It is expressly clarified that the Employee may require to extend her hours of work, depending on the exigencies of work;

3.1.5 undertake such travel in India and elsewhere whenever so required by the Company for or in connection with the business of the Company;

3.1.6 not create or cause such circumstances by way of malpractice or other means or modes, which leaves the Company with no other option, except to terminate the Employee's employment. In such an event, Employee's termination will be treated as if, he had resigned and the terms and conditions applicable on Employee's resignation shall be applicable;

3.1.7 shall strictly observe and comply with Company's code of conduct in force for the time being;

3.1.8 indemnify, defend and hold the Company harmless from and against any and all losses, costs, expenses or damages of whatsoever nature including but not limited to on account of loss of business, damage to Company's property, loss of profit and/or loss or profit which may be incurred or suffered by the Company arising out of or as a result of any breach of contract, warranty, tort (including negligence) or otherwise of any of the Employee's obligations under this Agreement. Any such expense, damage, costs suffered by the Company shall be recovered from the amounts due and payable to the Employee, in the first instance and the Employee shall immediately on demand reimburse the shortfall to the Company.

3.1.9 shall handle all the property of the Company, including but not limited to laptops and mobile phones as provided by the Company with utmost care.

3.1.10 avail leaves, only in accordance with the rules, regulations and policies of the Company; and

3.1.11 adhere to the terms and conditions and the confidentiality obligations as stated in the Confidentiality Policy of the Company as detailed under the Synclature Handbook and any other policy implemented by the Company from time to time or any other agreement entered into between the parties or the clients of the Company.

3.2 The Company shall have the right to re-designate the Employee's job title and work profile from time to time at its absolute discretion.

3.3 The rules, regulations and policies of the Company may be revised at any point

of time and the Employee shall be responsible for her own up-to-date knowledge of the Company's rules, regulations and policies.

- 3.4 The Employee shall not during the continuance of her employment with the Company or at any time thereafter, without the prior written consent of the Company in writing, divulge or disclose either directly or indirectly to any person, firm or company or use for himself or others any knowledge, information or document which may have been imparted to him in confidence or is otherwise acquired by him during the course of or incidental to her employment with the Company concerning the business, property, contracts, clients, methods or working, process, Trade Secrets (as defined in the *Synclature Handbook*), know-how, transactions, affairs or activities of the Company or its subsidiaries and affiliates.
- 3.5 The Employee hereby confirms and acknowledges that all documents including but not limited to, accounts, books, vouchers, notes, diaries, writings, sketches, designs, drawings, specifications, codes, plans, market data, catalogues, circulars and other papers and articles of any nature whatsoever relating to the business, any third-party information, client data, affairs or activities of the Company, its subsidiaries or affiliates which shall come into her possession in the course of her employment shall at all times be and remain the sole and absolute property of the Company and on a demand being made by the Company at any time during the continuance of this Agreement or upon its termination for any reason whatsoever the Employee shall forthwith deliver up the same to the Company or its duly authorized representatives without claiming any lien thereon and without retaining any copies, notes, extracts or excerpts thereof.

4 NON-SOLICIT AND NON-COMPETE

- 4.1 During the continuance of her employment with the Company and for a period of 2 (Two) years thereafter, the Employee shall neither directly nor indirectly:

4.1.1 solicit or induce any personnel, consultant, customer or advisor of the Company to terminate her relationship with the Company; and

4.1.2 own, conduct, engage in, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in or in any manner be associated or connected with, whether for or without remuneration, in any business, individual, partnership, firm, corporation, limited liability company or partnership, or other entity whatsoever similar to or competing directly or indirectly with the business of the Company, nor undertake or be engaged, directly or indirectly in any activities or do any act or thing which would, or is likely to, be detrimental to the interests, business or reputation of the Company, its subsidiaries or affiliates.

- 4.2 The Employee and the Company agree that the duration and the scope of the provisions set forth in this Clause 4 is reasonable. In the event that any court of competent jurisdiction determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the Company and the Employee hereto agree that this provision shall remain in full force and effect for the longest time period and in the widest area that would not render it unenforceable.

- 4.3 The Employee acknowledges and agrees that the services provided by the Company are or are intended to be provided on an all-India basis. Accordingly, the Employee agrees that these restrictions mentioned in Sub-Clause 4.1 and 4.2 above shall apply throughout India.

5 CONFIDENTIALITY

The Employee understands that during the term of this Agreement and in performance of her job duties with the Company, Employee will be exposed to the Company's or their client's **Confidential Information** (as defined in the *Confidentiality Policy of the Company detailed under the Synclature*

Handbook).

The Employee shall be bound by the Confidentiality Policy of the Company as detailed under the Synclature Handbook and any other policies implemented by the Company from time to time.

6 INTELLECTUAL PROPERTY OWNERSHIP

- 6.1 The Employee acknowledges and agrees that all Company Intellectual Property (as defined in the Synclature Handbook) are prepared for the Company and that the Company is the sole and exclusive owner of Company Intellectual Property.
- 6.2 The Employee, shall, if required by the Company, assist the Company to obtain for the Company and enforce patents, copyrights, mask work rights and other legal protections for Trade Secrets and Company Intellectual Property in any and all countries at the sole and entire cost of the Company. The Employee agrees to execute documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, Trade Secrets and other legal protections at the sole and entire cost of the Company.

7 NO CONFLICTING OBLIGATIONS

The Employee has no other current or prior agreements, relationships or commitments that conflict with this Agreement or with her relationship to the Company.

8 TERM AND TERMINATION

- 8.1 The Agreement shall be valid for a period of 2 (two) years from the Effective Date or till the time it is terminated by either Party in the manner as described below.
- 8.2 Termination during Probation Period:
 - 8.2.1 the Company may terminate this Agreement by giving the Employee 1 (one) month prior written notice, without assigning any reasons or by paying to the Employee 1 (one) month's salary in lieu of such notice.
 - 8.2.2 the Employee shall give 1 (one) month notice or pay for 1 (one) month's salary for leaving the Company during the Probationary Period.
- 8.3 Termination after Probation Period:
 - 8.3.1 the Company shall be entitled to terminate this Agreement at any time by giving the Employee 3 (three) months' notice in writing without assigning any reason or by paying to the Employee 3 (three) month's salary in lieu of such notice.
 - 8.3.2 the Employee may terminate this Agreement by giving the Company 3 (three) months' notice in writing without assigning any reason or pay for 3 (three) month's salary for leaving the Company.
- 8.4 The Company may, at its absolute discretion, terminate this Agreement with immediate effect, for the following reasons:
 - 8.4.1 If the services of the Employee are not to the subjective satisfaction of the Company;
 - 8.4.2 if particulars furnished by the Employee in her application / personal data form or during the interview, or later during the tenure of his service in the Company as the case may be, are subsequently found to be incorrect;
 - 8.4.3 if the Employee shall at any time be prevented by ill-health or accident or any mental or physical disability from performing and discharging his duties and responsibilities hereunder for a period of 4 (Four) weeks in any 12 (Twelve) consecutive months;
 - 8.4.4 if the Employee shall be found to be dishonest, disobedient, intemperate, uncivil or irregular in attendance or is guilty of insubordination, gross negligence or misconduct including without limitation divulging confidential information, contravention of sexual harassment policy, indulging in financial irregularities, misbehaviour with customers, under influence of alcohol or intoxicants, misuse of

Company's property and products for personal gains or is convicted by a court of any offence involving moral turpitude as in the opinion of the Company would warrant the termination of her employment (the decision of the Company in this behalf being final, conclusive and binding on the Employee);

8.4.5 if the Employee commits a breach of this Agreement and fails to rectify the same (where it is capable of rectification) to the Company's entire satisfaction within 30 (Thirty) days of receipt of notice in writing from the Company of the breach; and

8.4.6 if the Employee is adjudged an insolvent or applies to be adjudged an insolvent or makes any arrangement or composition with her creditors generally.

8.5 Acts to be completed at the time of termination:

8.5.1 the Employee shall at the time of termination of this Agreement, return all the property of the Company present with him including but not limited to all Trade Secrets, Confidential Information and Intellectual Property (as defined in the *Synclature Handbook*) furnished to the Employee by the Company and all Company Intellectual Property materials prepared by Employee in connection with Employee's employment by the Company along with all copies, transcriptions, translations, other duplications or derivations thereof in any medium whatsoever. The Employee shall also provide an undertaking in a format prescribed by the Company, confirming the return of all the above-mentioned objects and information to the Company. The Employee shall not acquire any right in the Trade Secrets, Confidential Information and Intellectual Property provided to him; and

8.5.2 upon the termination of employment, the Employee shall hand over charge to such person designated for that purpose and shall deliver up to such person all documents, papers, materials and other property of the Company as may be in her possession, custody or control.

8.6 The Employee agrees that all obligations of the Company at the time of termination including but not limited to payment of full and final settlement is subject to completion of all acts stated in Sub-Clause 8.5 by the Employee, to the satisfaction of the Company.

8.7 The termination of this Agreement in accordance with this Clause 8 shall be without prejudice to any claim which the Company may have against the Employee in respect of any act, omission or default by or on her part whether committed before or at the time of termination of her employment.

9 NOTICES

All notices, demands or other communication hereunder shall be given in writing by hand delivery, courier service, postage, email or facsimile at the address mentioned above in this Appointment Letter or at the last address available in records of Company, submitted by Employee.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Agreement shall be construed and governed by the laws of India.

10.2. Upon any dispute, claim or controversy arising out of, in relation to or in connection with this Agreement or in the course of the employment relationship between the Parties or the breach, termination or invalidity hereof, the Parties shall first attempt to resolve such dispute, controversy or claim through good faith consultations. If the dispute, claim or controversy is not resolved through good faith consultations within 30 (Thirty) days after a Party has delivered a written notice to another Party requesting the commencement of consultation, then the dispute, claim or controversy shall be finally settled by a sole arbitrator appointed by the CEO of the Company. The dispute, claim or controversy shall be finally settled through arbitration by the fast track procedure as specified in section 29B of the Arbitration & Conciliation Act, 1996. For the avoidance of doubt, parties agree to waive any right to lead oral evidence and shall be precluded from

raising any issues regarding the same post dispute. For the purposes of clarity, it is stated that, the initiation of good faith consultations as mentioned hereinabove, shall not bar or preclude a Party from initiating arbitration and/or seeking interim reliefs during the aforementioned 30 (Thirty) day period. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996 which shall be conducted in English. The venue and seat for arbitration shall be Mumbai. The Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The Parties may also choose to have hearings over video conference provided however, the seat shall continue to be Mumbai.



10.3. Subject to the provisions of this Clause 10.2 above, the Parties hereby agree that courts of Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

11. MISCELLANEOUS

11.1. No failure by the Company hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof by the Company. This Agreement along with the Annexures appended hereto and any other agreements executed with the Company, the Synclature Handbook and the policies of the Company shall constitute the entire agreement between you and the Company, with respect to the subject hereof. This Appointment Letter supersedes all previous communications, prior understandings, arrangements, assurances, letters and agreements between the Company and you whether oral, written, express or implied. This Appointment Letter shall not be amended, terminated, or superseded except in writing between the Company and you. Further, you agree that damages may not be an adequate remedy and the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief.

11.2. Words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed by themselves or their authorized representatives as of the date written above.

<p>For and on behalf of SYNCLATURE CONSULTANCY PRIVATE LIMITED</p> <p></p> <p>Name: Nitish Sunil Sabnis Designation: Director</p>	<p>Rhea Simon</p> <p></p>
---	--

ANNEXURE 1



SYNCLATURE CONSULTANCY PRIVATE LIMITED	
Name	Rhea Simon
Position	Information Security Analyst
Location	Mumbai and Remote Working
DOJ	1st July 2022
Total CTC	₹3,60,000/-

PARTICULARS	AMOUNT P.A. (₹)	REMARKS	AMOUNT P.M. (₹)
Basic	₹1,80,000	50% of CTC excluding variable pay	₹15,000
HRA	₹45,000	Upto 12.5%, tax free provided all documentations are abided by	₹3,750
Other Allowance	₹1,35,000	Balance amount of 'Other Allowance', fully taxable.	₹11,250
Committed Cost to Company	₹3,60,000		₹30,000

***TDS and Profession Tax deduction as per statutory rules are applicable.**

Signature Certificate

Reference number: SNSSP-NRNPH-BZEKF-Z8D6U

Signer	Timestamp	Signature
Nitish Sabnis Email: nss@synclature.com Sent: 19 Aug 2022 03:39:56 UTC Viewed: 19 Aug 2022 03:40:00 UTC Signed: 19 Aug 2022 03:40:29 UTC		 IP address: 183.87.147.196 Location: Mumbai, India
Rhea Simon Email: rhearyan2000@gmail.com Sent: 19 Aug 2022 03:39:56 UTC Viewed: 19 Aug 2022 03:40:37 UTC Signed: 29 Sep 2022 23:46:01 UTC		 IP address: 42.108.249.46 Location: Pune, India
Recipient Verification: ✓ Email verified	19 Aug 2022 03:40:37 UTC	

Document completed by all parties on:
29 Sep 2022 23:46:01 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

