

24<sup>th</sup> Mar 2022

**Sushma Prasanna**  
**Bangalore**

**Dear Sushma Prasanna,**

**Subject: Letter of employment/ Appointment Letter**

On behalf of HiyaMee Private Limited (the “**Company**”), we are pleased to offer you (hereinafter referred to as “**Employee**” or “**You**”) the position of “**Recruiter**”

At the outset, we thank you for considering HiyaMee Private Limited. Our endeavor is to provide you with a satisfying and challenging work environment along with a successful growth path.

Your Work Location is **Bangalore**

For annual compensation please refer ( **ANNEXURE I - EMPLOYEE REMUNERATION STRUCTURE** )

Please see **ANNEXURE A** for what we believe to be the key / significant terms and conditions of employment that would be applicable to you (“**Employment Agreement**”). You would, in addition to what is specified in this offer letter and the Employment Agreement, be bound by / required to comply with all internal policies, rules, and regulations of HiyaMee Private Limited (as presently applicable / in force), which would be made available to you immediately upon commencement of your employment with us. If you would like to read through any of the internal policies, rules, and regulations (as presently applicable / in force) prior to acceptance of this offer and/or have any questions regarding the same, we request you to reach out to us.

This offer is effective as of **24<sup>th</sup> Mar 2022** and will be valid for a period of 5 days. Please sign and return a copy of this offer letter and the Employment Agreement, indicating your formal acceptance of the terms and conditions of employment herein.

By reverting to this mail with your acceptance (or) signing this letter, you confirm your acceptance of the offer. For all relevant purposes, this letter of offer shall be construed to be the “Letter of Appointment”. The date of joining **28th March 2022**

We take this opportunity to welcome you to **HiyaMee Private Limited** and wish you a long and successful career with us.

For **HiyaMee Private Limited**

*Agreed and Accepted*



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**Anita Mutha**  
**VP - Human Resources**

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**Name: Sushma Prasanna**  
**Date:**

## ANNEXURE A

### Employment Agreement

#### TERMS AND CONDITIONS:

##### Employment

1. **Engagement:** As of the date of joining listed on this Agreement, the Company will employ you, as per the terms indicated in the Letter of Appointment.
2. **Duties:** You will promote the Company's interests at all times and carry out such other duties as may be assigned, consistent with your status and position in the company. You would be required to act under the supervision of the respective Reporting Manager, as designated by the Company, and keep the Reporting Manager reasonably informed about your activities pertaining to the Company. You may also undertake other activities, provided the same is beneficial to the Company and not detrimental to the interests of the company, with prior approval of the Company. In the event you are holding any position in any other firm, company, or other entity, then you shall resign from the same.
3. **Hours of work:** Your usual hours of work will be as per the Company's policies in force from time to time.
4. **Probation:** You will be on probation with the Company for an initial period of 3 (three) months from the date of commencement of employment with the Company. Depending on your performance during the initial probation period, the Company reserves the right to extend the initial probation period of 3 (three) months, for such further period and on such terms and conditions, as per the applicable Company policies in place, at the relevant time.
5. **Leave Policy:** You are eligible for public holidays and 24 (2 leaves per month) annual leaves (12 Casual Leave, 6 sick leave and 6 Paid Leave per year) as per the company policy which is subject to change from time to time. There will not be any leave encashment provided and any unused leaves shall not be carried forward to the next year.

##### Remuneration and Benefits

6. **Remuneration:** You shall be entitled to receive the remuneration as detailed in **Annexure I**. This will accrue daily and shall be payable monthly in arrears by credit transfer to your account, by the first working day of the subsequent month. HiyaMee shall not be responsible for any credit delays caused due to bank holidays, etc.
7. **Payroll Cycle:** The payroll cycle followed by the Company is from the 21<sup>st</sup> of the month to the 20<sup>th</sup> of the next month. The attendance details of the Employee shall be submitted to the Accounts team on the 21<sup>st</sup> of the month for remuneration calculation, and the same shall be disbursed as per Clause 6.
8. **Deductions at source:** All statutory requirements of tax, social security contributions [including inter alia towards "provident fund" and "employee state insurance" (if applicable)] to be deducted at source by the Company, will be complied with, by the Company, and all funds paid to you will be after all such appropriate deductions have been made therefrom.

##### Travel, Transfer, and Relocation

9. **Travel:** During the term of Employment, you may be required to travel/relocate to other offices/clients associated with the Company, whether in India or abroad on a need-to basis.

### **Use of personal information, Intellectual Property and Confidential Information**

10. **Use or Disclosure of Personal Information:** You hereby authorize the Company, any individual, firm, or agency to divulge, share or otherwise reveal, any and/or all information pertaining to you, to the Company or its agents or representatives. You agree to execute the necessary document / provide consent in the form enclosed on our associated internal portal.

11. **Intellectual Property (IP):** Copyright or other intellectual property may subsist in the work that is expected to be generated by you during your duties under the Agreement. Any such IP rights shall vest absolutely in the Company, and you undertake to execute any necessary documents and do whatever else may be necessary to secure those rights, including a deed of assignment of any IP substantially in the form enclosed on our associated internal portal.

12. **Confidentiality:** You shall be required to execute a Non-Disclosure and Non-Compete Agreement with the Company over email and agree to be bound by the terms thereof as part of your employment with the Company.

### **Variation and Termination**

13. **Variation:** No variation of this Agreement shall have effect unless given in writing and initialed in acceptance thereof and in agreement thereto, by, or on behalf of both parties.

14. **Termination:** This offer is subjected to the satisfactory completion of the probationary period of three months for the position. Your performance will be evaluated during the probationary period. The Employer reserves the right to terminate your employment, with immediate effect and without pay, at any time during the probationary period if your performance has not met the required standard to effectively carry out the role. During the probationary period, you may terminate your employment with the Company with 10 (ten) days prior notice to the Company. Post completion of probation period either party may terminate this Agreement with 30 (thirty) days prior notice to the other party. Notwithstanding the foregoing, your employment is also liable to be terminated by the Company, with or without cause, in accordance with the relevant Company policy prevalent at such time or such other applicable laws which may be in force from time to time. All decisions are at the discretion of the Employer.

15. **Final Settlement:** The full and final settlement will be done 45 days after the last working day of the Employee, on submission and acceptance of a valid No Dues Certificate. The settlement will not be applicable if the notice period has not been served.

### **Miscellaneous**

16. **Notices:** Any notice to be given pursuant to this Agreement, by the Employee or the Company to the other, shall be in writing and signed by (or on behalf of) the person giving it.

The notice details for the Employee are:

Refer to the details provided in the employee information sheet. The

notice details for the Company are:

Hiyamee Private Limited, Novel Tech Park, Kudlu Gate, Hosapalaya, Bengaluru, Karnataka 560068

Email – [karthik@hiyamee.com](mailto:karthik@hiyamee.com) | [venkat@hiyamee.com](mailto:venkat@hiyamee.com)

17. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

18. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of India. Subject to Clause 20, the courts at Bengaluru shall have exclusive jurisdiction to settle any dispute that may arise in relation to the interpretation and performance of this Agreement.

19. **Previous Agreements:** This Agreement supersedes all previous agreements and arrangements (if any) between you and the Company in relation to your employment with the Company. All such agreements and arrangements are terminated by mutual consent with effect from the date of this Agreement.

20. **Dispute Resolution:** You and the Company agree to negotiate in good faith to resolve any dispute between you and the Company regarding this Agreement. If a party gives the other party a notice that a dispute has arisen (“**Dispute Notice**”) and the parties are unable to resolve the dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then either of them may invoke arbitration proceedings for the resolution of the disputes and differences which shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of 3 (three) arbitrators, 1 (one) to be appointed by you, and the other by the Company. The third arbitrator shall be appointed by the 2 (two) arbitrators appointed by the parties as stated in the foregoing sentence. The place of arbitration shall be Bengaluru, India and the arbitration proceedings shall be conducted in English.

21. **Non-solicitation:** Employee and Employer have entered into an employment relationship that requires the following terms for both parties’ mutual good protection and satisfaction.

Employee acknowledges that he/she will acquire considerable knowledge and expertise from the Employer as well as from clients, vendors, subcontractors, and other employees in the course of carrying out their job duties. Furthermore, Employee acknowledges that he or she may be able to use such knowledge in a manner being non detrimental to the Employer. Therefore, the employee agrees to the following:

A. Employees will not, for a period of 12 months after termination of their employment, approach any client, customer, affiliate, or business partner of the Employer for purposes of seeking employment or business arrangements in competition with the Employer’s line of business.

B. Employees will not, for a period of 12 months following termination of his or her employment approach, entice, solicit, or contact any individual in employment at HiyaMee Private Limited for any reason.

C. Employee acknowledges that any breach in this contract will be subject to court rulings in Karnataka for direct and indirect damages of up to one hundred times the annual salary of the employee at the time of employment.

D. Any notice required or pertaining to this agreement shall be made in writing and delivered either personally or by certified letter to the receiving member.

E. The terms and conditions included constitute the entire agreement between the parties and supersede any communications orally or written previously between either party.

F. If any or all terms of this Non-Solicitation Agreement are found to be invalid or unenforceable in a court of law, then this Agreement and all remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included with the unenforceable term being replaced by a similar enforceable term as agreed by both parties.

Both parties have appeared on this day and have read and agree with all terms of this Non-Solicitation Agreement listed above.

For *HiyaMee Private Limited*

*Agreed and Accepted*



**Anita Mutha**  
**VP - Human Resources**

**Name: Sushma Prasanna**

**ANNEXURE I  
EMPLOYEE REMUNERATION STRUCTURE**

	<b>PER ANNUM</b>	<b>PER MONTH</b>
<b>CTC</b>	<b>300,000</b>	<b>25,000</b>
<b>Basic</b>	<b>120,000</b>	<b>10,000</b>
<b>HRA</b>	<b>60,000</b>	<b>5,000</b>
<b>Conveyance</b>	<b>19,200</b>	<b>1,600</b>
<b>Medical Reimbursement</b>	<b>15,000</b>	<b>1,250</b>
<b>LTA</b>	<b>10,000</b>	<b>833</b>
<b>Provident Fund - EE &amp; ER</b>	<b>43,200</b>	<b>3,600</b>
<b>ESI - EE &amp; ER</b>	<b>-</b>	<b>-</b>
<b>Special Allowance</b>	<b>32,600</b>	<b>2,717</b>
<b>Variable Pay</b>	<b>-</b>	
<b>Gross</b>		<b>25,000</b>
<b>Less: Deductions</b>		
<b>Provident Fund - EE &amp; ER</b>		<b>3,600</b>
<b>ESI - EE &amp; ER</b>		<b>-</b>
<b>Take Home</b>		<b>21,400</b>

\*Take home is subject to TDS deductions which will be based on salary slab & investment proofs submitted

TOTAL DEDUCTIONS: Professional Tax (PT), Tax Deducted at Source (TDS) if applicable, Employees' Provident Fund (PF)