

APPOINTMENT LETTER

Ref: 07/2021-22

Date: 20, April, 2021

To,

Ms. Nithya Elizabeth Abraham,
11B Aster skyline Riverdale,
Petta, Tripunithura,
Ernakulam,
Kerala-682301

Employee Code: CMS 21-234

Dear Nithya,

Congratulations!

We are pleased to appoint you as **Partnership Engagement Specialist** in CMS with effect from **20, April, 2021**. Your employment with us will be governed by the terms and conditions following hereinafter, and by other policies of CMS that shall be made available for your perusal and reference from time to time.

1. Commencement of employment

1.1 Your employment with CMS shall commence on **20, April, 2021** (“**Joining Date**”) and shall be subject to termination as provided hereunder. You will devote your full time, skill and attention to the work of CMS, and shall work faithfully, sincerely, diligently and efficiently to the best of your abilities to develop the interests of CMS.

2. Location

2.1 Your initial posting will be at our office located in **Ernakulam**.

2.2 While in our employment, your services are liable to be transferred or may be deputed to any other organization of the Catalyst Group, or vice versa, whether existing at present or be set up in future anywhere in India, for such period as the CMS Management deems fit. In such a case, you will be governed by the rules, regulations and orders as applicable to the organization to which you have been transferred/deputed to.

2.3 Your duties may also require you to travel across India or abroad, often at short notice.

3. Duties and responsibilities

- 3.1 You will serve CMS in the capacity of **Partnership Engagement Specialist** and shall carry out all your Duties and Responsibilities as detailed out to you and any further instructions, orders and directives given to you by the authorities of CMS, whether they are communicated to you verbally, in writing or in any other manner whatsoever from time to time.
- 3.2 The designation assigned to you is subject to change depending upon your assignments from time to time.

4. Remuneration

- 4.1 During the term of your employment, your total emoluments are INR **INR 400000/- (Rupees Four Lakhs Only)** per annum on a cost to company basis. A detailed breakup of your emoluments is attached to this Appointment Letter as **Schedule-I**.
- 4.2 CMS shall make contributions on your behalf towards provident fund and gratuity as per applicable law and your emoluments are inclusive of such contributions, if any. You will be responsible for paying all taxes due to the Government of India, since the salary paid is a gross payment.
- 4.3 Your salary will be paid to your salary account within three working days from the end of every month. CMS reserves its right to vary this procedure at its option. However, such variance will be communicated to you in due course.
- 4.4 Your salary will be reviewed annually at the end of each financial year.

5. Benefits

- 5.1 You may be eligible for additional staff welfare components based on your performance, as per the organisational policies in force. These are subject to the parameters fixed by the CMS management from time to time. Please note that there is no binding obligation on CMS to provide for such staff-welfare components.
- 5.2 You shall be provided with an insurance policy with health cover up to INR 2,00,000/- (Rupees Two Lakhs only) and accident cover up to INR 5,00,000/- (Rupees Five Lakhs Only). You shall also be entitled to the benefits of any other employee
- 5.3 benefit plans as may be established by CMS for its employees from time to time. It is your responsibility to ensure that the CMS Admin Manager has your name and personal details to ensure you are covered by the aforesaid insurance policies.

6. Reimbursement of expenses

- 6.1 All expenses incurred by you directly in connection with your work, including reasonable travel costs, shall be reimbursed to you as per the policies of CMS and as sanctioned by the CMS management from time to time. Please note that CMS reserves the right to deny you reimbursement of expenses for unauthorised expenses.

7. Reporting officer

7.1 You will be reporting to **Ganesh A**

8. Work hours

- 8.1. Our policy stipulates you to work for 6 days a week, with one Saturday off in each month. The nature of work shall entail strict timelines and deliverables. Your work timings shall be governed by the deliverables you agree to complete within the agreed dates.
- 8.2. CMS also provides you flexibility to plan your schedule, timings and weekly day off. We are adaptive towards the needs of staff members and you may choose the day you wish to take your weekly day off, depending on work schedules and after discussions with your reporting officer. By default, your weekly day off shall be Sunday.

9. Probationary period

- 9.1. You will be on probation for a period of 6 months from your Joining Date. CMS may terminate your services, without assigning any reasons, at any time during the period of probation or at the end of the initial probation period without notice. A notice period of one (1) month will be applicable in case of termination of your services during the probationary period.
- 9.2. Upon satisfactory completion of your probation, you will be issued a confirmation letter confirming your services in writing. If deemed necessary by the CMS management, your probation period may be extended for a further period which shall not exceed 6 months.

10. Leave

- 10.1. You are entitled to a maximum of 4 weeks (24 working days) paid leave (including casual, sick and annual leave) per year allocated on a prorata basis. In addition, you shall also be entitled to all holidays designated public holidays by CMS from year to year. Any sick leave in excess of three days must be supported by a valid medical certificate from a doctor. Please note that long periods of absence from the office shall call into question of your fitness for employment with CMS.
- 10.2. Female employees who have been working with CMS are entitled to 26 weeks paid maternity leave in accordance with the provisions of the Maternity Benefit (Amendment) Act, 2017 and rules framed thereunder.
- 10.3. If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered to have voluntarily terminated your employment without giving any notice, unless you give a satisfactory explanation for such absence.

11. Confidentiality

- 11.1 As an employee of CMS, you will have access to and be entrusted with certain confidential information of CMS, its clients, business associates and others, including in respect of their business, dealings, transactions and affairs, all of which information is or may be confidential ("**Confidential Information**").

- 11.2 It is a condition of your employment that you will not, except as authorized by CMS, or as required by your duties, use for your own benefit or gain or divulge to any persons, firm, company or other organization whatsoever any Confidential Information belonging to CMS, its clients, business associates and others, or relating to their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorized disclosure.
- 11.3 All confidential records or documents utilised by you during the course of your employment shall be the property of CMS and must be returned upon termination of your employment.
- 11.4 We wish to impress upon you that we do not want you to bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You shall indemnify us against any losses, claims or damages we may incur as a consequence of your bringing in confidential or proprietary material of any former employer.
- 11.5 Breach of this clause 11 may result in termination of your employment contract immediately. Any payments due shall be withheld and you shall not be provided with any experience or relieving letter. The CMS management is entitled to claim damages against you, in addition to injunctive relief.

12. Intellectual property

- 12.1 All Intellectual property rights such as copyrights, patents, trademarks, trade secrets, design rights, logos, reports, proposals or business leads with respect to the products or processes developed by CMS ("**Intellectual Property Rights**") shall exclusively remain the property of CMS, and you shall exercise no claims to the same. You will make active efforts to prevent the dissemination or disclosure of the Intellectual Property Rights to any third parties or competitors at all times during the course of your employment as well as after termination of the same.
- 12.2 To the extent that any such Intellectual Property is developed by you under CMS's direction, all rights, title and interest to any such Intellectual Property shall be deemed to have been assigned in favour of CMS.
- 12.3 You shall:
- (i) Give CMS and its attorneys all necessary assistance and co-operation in connection with the preparation and prosecution of any application for registration of the Intellectual Property Rights; and
 - (ii) Irrevocably appoint CMS and any representatives that CMS may nominate, jointly and severally, as your true and lawful attorney to execute all such assignment documents and do all such things as in the opinion of CMS may be necessary or requisite for this purpose.

12.4 If it is established that you have disseminated the Intellectual Property Rights without prior written permission from CMS, we may terminate this employment contract immediately. Any payments due shall be withheld and you shall not be provided with any experience or relieving letter. The CMS management is entitled to claim damages against you, in addition to injunctive relief under this Clause 12.

13. Exclusivity

13.1 Outside of your employment with CMS, you are not permitted to have professional interests, business or otherwise, of a kind which could benefit from your employment with CMS, or conversely which could adversely affect your commitment to your work with CMS. You are advised to consult your reporting manager in writing of any outside interests that you have or may acquire in connection with any other concern.

14. Non-solicitation

14.1 You covenant with CMS that during your employment with CMS, and for a period of 18 (Eighteen) months after ceasing to be employed with CMS, you shall not endeavor to: (i) entice away from CMS, any person who is an employee, consultant, contractor or customer of CMS, by terminating their contract or leaving their employment with CMS as the case may be; and/or (ii) assist any person to do any of the acts referred to in clause (i) above, directly or indirectly.

15. Non-compete

15.1 You covenant with CMS that during your employment with CMS, and for a period of 18 (Eighteen) months after ceasing to be employed by CMS, you will not, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, directly or indirectly carry on or be engaged in any activity which is in competition with the activities of CMS.

15.2 You shall intimate us prior to seeking any job opportunities with any of our clients, partners or associates. Non-conformity with this shall be treated as breach and be a

15.3 Ground for termination of your employment. CMS is entitled to claim damages against you in case you do the same.

16. Plagiarism

16.1 We strongly condemn all forms of plagiarism. During your association with CMS, you are prohibited from using the concepts, words, ideas, data, charts, graphs or any other intellectual property of any third parties without providing authentic citations and sources and without the prior consent of your reporting officer.

16.2 Any plagiarism on your part shall be construed as breach of this clause and any claims, losses or damages incurred by CMS on account of plagiarism on your part shall be indemnified in full by you.

17. Termination of employment

17.1 After confirmation of your services, CMS may, without assigning any cause, terminate your employment hereunder upon written notice to you of 1 (One) month, or by giving

you one-month salary in lieu of notice. However, during your probationary period, termination of your services shall be with a notice period of 1 (One) week.

17.2 Subject to other terms and conditions of your employment, if you are a confirmed Employee of CMS, you may terminate your employment hereunder upon providing written notice of 1 (one) month to CMS. Upon receipt of such notice, CMS may, at its sole discretion permit you to leave service earlier. In the event of termination of employment by you without serving the stipulated period of notice, CMS may withhold the salary for the notice period as well as any other benefits due to you as a consequence of your employment. CMS also reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest, if you fail to serve your notice period as per conditions in this clause.

17.3 You undertake the following obligations during the period you are serving notice:

- (i) You will keep your reporting manager informed about the job applications posted by you and will at all times keep them posted on relevant developments;
- (ii) You will complete all your deliverables as per your terms of reference and this will be subject to approval by your reporting officer;
- (iii) You shall handover all documents, materials and other confidential information pertaining to your employment to your reporting manager. This shall include all client contact details and leads;
- (iv) You shall provide your systems backup of the documents, materials and other confidential information pertaining to your employment to the CMS Administrator;
- (v) You shall complete the knowledge transfer process to the team member identified by your reporting manager; and
- (vi) You shall ensure that the handover form is submitted, complete in all respects, to your reporting manager.

17.4 You are not allowed to take leaves during your notice period. In case of any exigencies, please discuss with your reporting officer prior to availing the leave. Leaves will be considered on a pro-rata basis during your notice period.

17.5 Your services could be terminated without any notice if you:

- (i) engage in serious misconduct; or
- (ii) commit a serious or persistent breach or non-observance of any condition of your employment; or
- (iii) are convicted of an indictable offence; or
- (iv) knowingly or repeatedly act in excess of your powers or in contravention of the instructions of the management of CMS; or
- (v) knowingly or repeatedly fail to perform your duties as set out herein; or
- (vi) act with gross or repeated incompetence or negligence to the material detriment of CMS; or
- (vii) Contravene the provisions Clause 10, Clause 11, Clause 12, Clause 14, Clause 15 or Clause 16 of this Agreement.

17.6 In case of termination under Clause 17.5 above, you will not be eligible for any gratuities or service bonuses due to you. For such termination, you have the right to appeal to the CMS management or any committee that has been formed specifically to address the issues of misconduct.

17.7 The final settlement date shall take 30 days from the date of acceptance and approval of handover note by your reporting manager.

18. Miscellaneous

18.1 You are responsible for the safekeeping of all properties of CMS that may be in your use, custody and safekeeping. For any loss/damage to our property, we retain the right to assess and recover damages and to take such other actions as we deem proper.

18.2 Your reporting officer must be informed about all official communications to our clients, whether existing or prospective. This includes phone calls, emails and other correspondence.

18.3 Any representations on committees, workshops or other fora made on behalf of CMS shall only be with written permission of our directors.

18.4 Any use of a director's digital signature may be done only after obtaining written approval of any of our directors.

18.5 All proposals or budgets submitted to our clients, whether existing or prospective, shall be done only after obtaining due approval of our directors or the concerned unit manager.

18.6 You hereby agree to inform and disclose to us any situations, financial irregularities or other undesirable actions by yourself or others, which may affect the interests or adversely affect the image of CMS.

Yours sincerely,

For Catalyst Management Services Pvt Ltd



Shiv Kumar
Director

Having read the employment offer and the terms and conditions, the undersigned accepts the same and acknowledges that this offer supersedes any and all prior understandings, offers, or agreements, whether oral or written, and that there are no other terms expressed, or implied.

Acceptance by Employee

Read, Understood and Accepted.



Signature of the employee:

Name: Nithya Elizabeth Abraham

Date of Joining: 20, April, 2021