#### SUB: EMPLOYMENT LETTER

#### Dear Gagan Kumar Jha,

**RIVIGO** 

With reference to your application and subsequent interview for employment with us, we are glad to formalize our offer and appointment to you in **"Rivigo Services Private Limited"** subject to your acceptance of the terms and conditions mentioned below:

- 1. Designation Operation Associate
- 2. Department Zoom
- 3. Job Band MB2
- 4. Base Location Gurgaon
- 5. Initial Place of Joining Jaipur
- 6. Date of Joining 6<sup>th</sup> Dec 2017
- 7. This Employment Letter is subject to your joining the Company on **6<sup>th</sup> Dec 2017**. On joining you must sign the Joining Declaration and submit the same to the Company.
- 8. Probation is dependent on the job band. For job band MB1 and MB2 probation will be for a period of 6 (six) months. For other job bands, there is no probation period. For employees in job band MB1 and MB2, at the end of the aforesaid probation period, your conduct and performance shall be reviewed by the Company and if the same is found to be satisfactory you will be automatically confirmed in the appointed position. However, the Management find the performance unsatisfactory, your probation shall be extended by way of written notification.
- 9. You shall be entitled to Salary, Allowances and Perquisites as per Annexure 'A'. In addition, you shall be entitled to receive such insurance, health and other benefits that the Company may in its discretion make available to its employees, as stipulated in the relevant provisions of the Company Policies, in accordance with the terms and requirements relating to the benefits as imposed by the Company. However, the Company reserves the right to make amendments to such policies and benefits from time to time as per the business needs.
- 10. You acknowledge and undertake that your remuneration is a matter purely between yourself and the Company and you are to keep this information and any changes thereto, strictly confidential. Your remuneration will be periodically reviewed as per the Company's Policies. Your increments and promotions shall be at the discretion of the Company and will be subject to and on the basis of your performance.
- 11. You may be posted/ transferred to any other place or offices of the Company or its subsidiaries, affiliates or any other group Company as the Company may, from time to time, deem necessary. On such posting, you will be governed by the terms and conditions of service applicable to the new assignment.
- 12. You will carry out all the instructions of your superiors as regard to your work and carry out diligently and earnestly all duties or work that may be assigned to you from time to time.

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(Formerly known as Trucksfirst Services Private Limited) **Registered Office:** Plot No. 90, Sector-44, Near HUDA City Center Gurugram, Haryana - 122003 **Tel:** +91 124 435 4300, **Email:** info@rivigo.com, **Web:** www.rivigo.com **CIN:** U74999HR2014PTC053030



- 13. Your hours of work, shift and timings shall be governed by the exigencies of work and as determined by the Management from time to time at its discretion.
- 14. You will be governed by and will abide by the Company's Guidelines/Code of Conduct/Directives, Policies, etc., which are in force and as may be modified from time to time. The Company's Guidelines/Code of Conduct/Directives, Policies, etc., are deemed to be incorporated herein by reference.
- 15. You will abide by and be governed by the Company's expected standards of discipline as understood by convention as Company norms.
- 16. Your employment with the Company is on a full-time basis. While you are in the services of the Company, you are not permitted to directly or indirectly without the permission of Management, engage yourself or devote any time or attention to any full time or part time employment, trade, business or occupation, with or without remuneration, for any third person or concern (including self-employment). You shall also not undertake or be interested, either directly or indirectly, in any activities, which are contrary to or inconsistent with your employment with the Company or the Company's interest. You shall devote yourself exclusively to the business of the Company. Any breach of this condition on your part may lead to the immediate termination of your employment with the Company.
- 17. During the course of your employment with the Company, you may be privy to confidential information of the Company and/or its affiliates, customers, clients, etc. You shall at all times, keep in strictest confidence and trust such, confidential information, including that which you may have created. You shall indemnify and hold harmless the Company, from and against all liabilities, claims, damages, suits, proceedings, costs and expenses whatsoever, caused by or arising from your breach of the terms and conditions set out herein.
- 18. During the course of your employment, if you conceive of any new or advanced methods, inventions, designs or improvements, processes/systems or prepare any reports, tables or collection of data in which copyright may subsist, or any other form of intellectual property, in relation to your work and operation of the Company, all such developments shall be communicated to the Company and shall remain the sole right/property of the Company and you shall execute documents and do all things necessary to enable the Company to obtain all rights to the same.
- 19. Your entitlement and availing of leaves shall be governed as per Company Policies.
- 20. The continuation of your employment will be subject to you being physically and mentally fit. During the tenure of your service you may be required to undergo a medical check-up at the instance of the Company.
- 21. Unless you separate earlier either voluntarily or by the Company, you shall retire from the employment of the Company on last day of the month on which you attain your 60<sup>th</sup> (Sixtieth) birth anniversary.
- 22. You will be responsible for safe keeping and return in good condition all the office properties, equipment, books, etc. which may be given to you for your office use, custody and charge. You will also be responsible for efficient, satisfactory, and economical operations in areas of your

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responsibility that may be assigned to you from time to time in writing or verbally and during which time you will act within the framework of the organizational policies and directions laid down by the Company from time to time.

- 23. After the termination of your employment, you shall immediately return all the properties of the Company, which are in your possession or custody.
- 24. You have been appointed based on the details submitted by you. You shall inform the Company in writing of any changes in such details promptly. If at any time, it emerges, that such details were false or incorrect or that any material or relevant information had been suppressed or concealed or exaggerated, your appointment pursuant here to shall be considered ineffective and your employment will be liable to be terminated by the Company forthwith, without notice or salary in lieu of notice. This shall be without prejudice to the right of the Company to take such action against you as it may be advised.
- 25. During the term of your employment and for a period of 1 (one) years thereafter, you shall not induce or attempt to induce/solicit any employee of the Company to leave the employment of the Company.
- 26. You covenant and agree that, at any time, during your employment and for a period of (one) year thereafter (whether as an officer, director, partner, proprietor, investor, shareholder, manager, associate, employee, consultant, representative, adviser, agent or otherwise), you will not and will not permit any related party to, for yourself or jointly with any other person, directly or indirectly, own, conduct, engage, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in, or be connected with, any business, individual, partnership, firm, corporation, limited liability Company or other entity in any geography that is in the same or similar business as the Company ("Competing Business").
- 27. You shall at all times during the course of your employment in the Company (and even after the termination of this Letter with respect to the terms contained herein) indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of employment.
- 28. If, during the probation period, the Company determines that your performance is not satisfactory, the Company will terminate your employment by giving a written notice of at least 15 (fifteen) days. However, if during probation period, you decide to leave the Company, you shall have to give a written notice of at least 15 (fifteen) days in advance.
- 29. Post completion of probation, if applicable, your employment shall be terminable by either of us i.e. by the Company or by yourself, by giving the other **One** months' prior written notice or salary in lieu thereof. However, Management reserves the right to terminate your employment at its discretion without any notice, if you breach any of the provisions of this Letter, Guidelines/Code of Conduct and Policies or if you indulge in any illegal /unlawful activities.
- 30. Any notice that maybe required to be given to you shall be deemed to be duly and properly given, if hand delivered to you personally, or sent by registered post to you at your address, as per the records available with the Company.

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- 31. This Employment Letter, read with the documents referred to herein, shall be the sole document governing our relationship and supersedes all other letters of appointment previously issued and/or all other Letters, memoranda, documents and discussions. Our relationship will be governed only by the terms hereof.
- 32. The terms and conditions set out herein shall be deemed to be severable and, in the event of any of the terms and conditions being held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and conditions shall nevertheless continue to be fully valid, binding and enforceable.
- 33. The courts at Gurgaon shall have the exclusive jurisdiction over all disputes or claims between you and the Company under this Letter.
- 34. In acceptance of the above, please sign and return the duplicate copy of letter on or before **5 days of issuance of this letter**, failing which, this Employment Letter shall stand automatically withdrawn, without any further obligation on our side, unless the Company agrees for an extension.
- 35. Please take a print of this employment letter, sign every page and send a scanned copy as acceptance along with self-attested soft copies of following document:
  - Educational certificates (10th, 12th, Graduation, Professional degrees)
  - AADHAR Card
  - PAN Card
  - Relieving letter from last 3 employers
  - 4 passport size photographs

Most sincerely,

Selv. Nito

For **Rivigo Services Pvt. Ltd.** 

**Background Verification**: I hereby give my consent for background verification. I understand that issuance of this Employment Letter is subject to satisfactory references, background verification. In case any declaration given or information furnished by me proves to be false or if I am found to have willfully suppressed or concealed any material fact, this offer shall be deemed to be null and void.

#### AGREED, UNDERSTOOD AND ACCEPTED:

Name\_

\_\_\_\_ Signature\_\_\_

\_\_ Date\_

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### ANNEXURE-A

You will be entitled to an annual CTC package of up to **INR 2,40,000 (Rupees Two Lakhs Forty Thousand Only**) payable pro-rata at the end of each month after deducting applicable tax and other statutory deductions at source as per the break up mentioned :

Salary Details	INR per Annum
Basic	120,000
Special Allowance	95,369
PF (Employer Contribution)	14,400
ESI (Employer Contribution)	10,231
Total Annual CTC	240,000

As per policy you are also entitled for fixed HRA Component of Rs 2000 per month and a fixed mobile reimbursement per month over & above your CTC

## Other Benefits:

You shall be entitled to Bonus, Group Health Insurance and Gratuity as per applicable Laws and Company Policies.

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