March 04, 2019

Offer Letter

Dear Shivani Agarwai,

Further to your interview we are pleased to offer you the position of "Associate Consultant Level-1" in our organization. You are requested to join duties with effect from April 08, 2019 at our Pune office for this offer to be valid.

Should you accept this job offer per company policy you'll be eligible to receive the following upon your appointment into the services. Kindly refer Annexure-A mentioned on the last page.

Probation & Training Period:

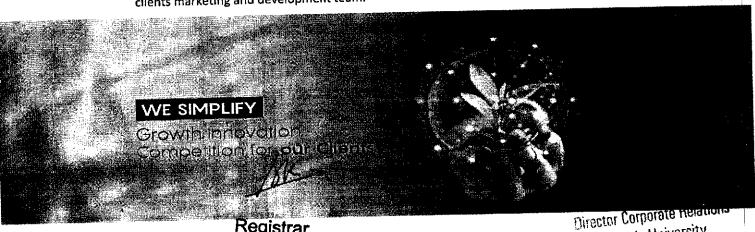
As per our Company policy, you will be on probation for a period of 3-6 months and then based on your performance and review you will be taken to the next level of employment in the organization. While on probation you will be provided 'on the job' training.

Agreement:

You will have to sign a service agreement with the company for 18 months post confirmation. For any reason, if you leave the services of the company before the period of 18 months from date of confirmation, then he/she shall forthwith pay a sum of Rs.100,000/-(Rupees one Lac only) being the indemnification of the cost of training to the company. The employee undertakes not dispute the amount and shall pay the amount, before requesting for formal relieving order from the company & at the same time company has full right to initiate the appropriate legal proceeding against the employee.

Duties and Responsibilities:

- Preparation of industry and company analysis reports, industry overviews, competitor bench marking, and handling an array of on-demand quick turnaround research requests for marketing collaterals and business development
- Preparation of company analysis reports, industry overviews, sector outlook, competitor profiling, newsletters and handling various on-demand research requests to support the clients marketing and development team.



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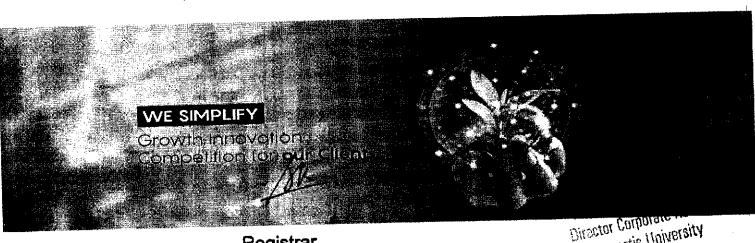
- Involves end-to-end industry analysis and market sizing of the European / USA / Middle East market. Thereby understanding the market potential and scope of market growth for the client's product/services
- Delivering high quality research and consulting reports
- Managing small and medium sized projects, delivering the agreed result and meeting set business and revenue targets
- Generating business through active client and prospect development, networking and high quality proposal writing
- Client Management Handle project related client communication.

Reporting Structure:

Your immediate reporting will be to the Senior Manager- Research; however, you will also be interacting across teams whenever required.

Copyrights and Disclosure:

- During the period of your association with the company, you are not liable to disclose any content/data/information about the company
- Works or designs originated, conceived, written, or made by you or in which you have participated with others, either on completion or in marketable form, should be presented promptly when required by the company
- All rights and copyrights of the work/material you produce either at the company's premises or elsewhere will belong to the company
- You will not, whether during or after the termination of your job, divulge any important information affecting the business and image of the company, to anybody
- You shall not during the employment, except as authorized by the management, divulge or make any information public relating to the Company or its business or any of its Customers or any other information which may come to your knowledge in the course of your employment. Even after you cease to be in employment, you shall not reveal to anyone, the information regarding the operations of the Company
- If you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company



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- E-mail facility provided by the company is to be used exclusively for Company's official business. The Company will have the right to check the e-mail sent and received. Sending of any information related the Company's commercial / financial / technical data to unauthorized
- persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
- The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company.
- Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this contract of employment
- Your appointment is full time assignment and you will not at any time engage in any paid occupation or business outside the Company without obtaining prior written consent of the head of the Company
- You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the company

Changes to your Terms of Job:

The company reserves the right to make reasonable changes to any terms and conditions of the job. Candidate is responsible to fulfill all the obligations that he/she may have with previous employers before joining MarkNtel. Candidate also agrees that MarkNtel. Is not liable for any obligations that candidate may have with his/her previous employers.

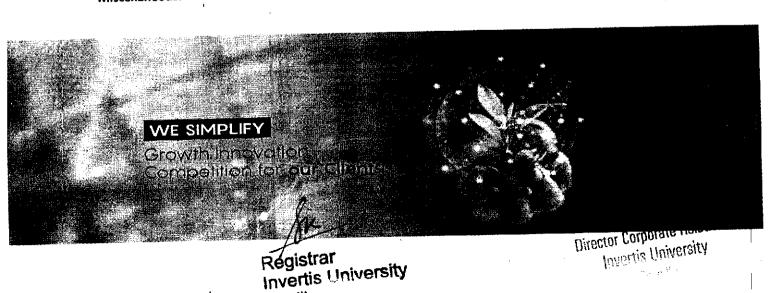
Hours of Work:

Normal office hours are 09.30 hours a day from Monday to Friday inclusive. However, you may need to work longer hours or on other days if requirements of your work so dictate.

Salary Revisions:

Based on your performance your target annual salary will be reviewed annually and adjusted oneyearpost confirmation.

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- If at any time in Company's opinion, you shall be guilty of any gross misconduct or of persistent non-punctuality or negligence of your duties or of indiscipline, then the Company may terminate your employment without any notice or payment in lieu of notice
- You shall devote your whole time and attention, energy and abilities, during the employment with the Company, and shall not, during the course, be employed or engaged in any other
- profession or employment, either honorary or otherwise
- You shall be governed by the rules and regulations of the Company, as may be applicable to the employees of your category in the Company, from time-to-time

Cancellation:

This offer and your employment with MarkNtel is contingent on your satisfactory completion of all verification and / or background reference checks, which may occur at any time prior to / after your effective joining date.

MarkNtel holds the right to defer or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

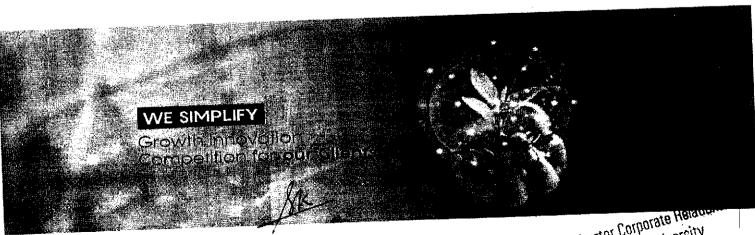
We express our wholehearted warm wishes towards beginning your career with us and welcome you to MarkNtel.

Acceptance of Offer:

I have carefully read and understood the terms and conditions of my engagement mentioned above and I accept them totally and shall abide by them.

| Name: | | | Signature: |
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Place: Date:



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Annexure - A

Salary Structure:

You will be eligible to receive the following upon your appointment into the services.

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| Basic Salary (Excluding Employee Contribution to PF) | 132,000 |
| House Rent Allowance | 50,000 |
| Conveyance Allowance | 15,000 |
| Medical Allowance | 10,000 |
| Uniform Allowance | 8,000 |
| Other Allowance | 10,000 |

^{*}Contribution towards Employee Welfare Fund yearly INR-1800



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