

Letter of Appointment

Ref: - HSPL/HR/SO/26/2022

Mr. Durgesh Desai
Sakharwadi,
Rajapur
Ratnagiri Maharashtra - 416702

Tel.: +91 8087670552

Dear Mr. Durgesh Desai,

Re.: Appointment as Executive

We have pleasure in appointing you as **Site Engineer** in Hydropure Systems Private Limited on the following terms and conditions of this letter of appointment, read with the policies, rules and regulations formulated by the Company from time to time.

1. Appointment

- 1.1 Your appointment shall be effective from 01st July 2021. You are required to report to Projects Head. The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains offices, including offices of the Company's affiliates and associates.
- 1.2 Your primary responsibility shall include without limitation and more particularly described in **Annexure 1.**
- 1.3 During the continuance of your employment with the Company, you agree and undertake to:
 - 1.3.1 use your best endeavours to develop and improve the current business of the Company, extend such business and produce new business and to protect and further the interests of the Company;
 - 1.3.2 perform such duties and exercise such powers in connection with the business of the Company, as may be delegated to you from time to time; and
 - 1.3.3 Conform to and comply with the lawful directions and instructions made or given to you by or on behalf of the Company.

HYDROPURE SYSTEMS PVT. LTD.

2. Probationary Period

- 2.1 You will be on probation for a period of six months from the date of your appointment and during the probationary period if your performance is not found satisfactory, your appointment may be terminated by the Company without notice and without payment of any compensation. The probation may however, be extended by the Company in its absolute discretion. If your work and conduct are found suitable for the post in which you are appointed, you will be confirmed in the services of the Company. The confirmation will take effect only upon issuance of a written order by the board of the Company and by a formal letter of confirmation addressed by the Company to you.

3. Remuneration

- 3.1 You will be paid a basic salary of 16000 Per month, plus allowances if any, subject to statutory deductions. It is a condition of your employment that you do not disclose your salary to other employees. Any breach of this provision may result in disciplinary action.
- 3.2 Your salary will be paid to you on monthly basis on or before seventh day of the month immediately following the month for which it is due, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time.
- 3.3 The Company may during your employment and on its termination as specified in Clause 12.8.1, deduct from the your salary any amounts that you may owe to the Company including, but not limited to, outstanding loans, advances, excess holiday and overpayments of salary, recovery of commission and insurance excesses. You agree to make any payment to the Company of any sums owed by you to the Company upon demand by the Company at any time and that any such sums will be recoverable by the Company as a debt. This sub-clause is without prejudice to the right of the Company to recover any sums or balance of the sums owed by you to the Company under the applicable laws.

4. Days and hours of Work

- 4.1 The normal working days will be six days a week and 8 hours per day, but you may be expected to work for more time as and when the business of the Company so demands. As a consequence, you must work any additional hours as required. Your duties may require you to engage in travel on behalf of the Company including travel outside India. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours in office or while traveling and hence, you shall not be entitled to any additional payment in this regard.
- 4.2 Your employment in the Company shall be subject to the Company's policy and practices in relation to conduct, discipline and other matters.

5. Increment in Grade

- 5.1 Your salary will be reviewed annually on the basis of the performance management norms of the Company and your performance in a given assessment period. Your salary will not necessarily be increased and it will be paid in satisfaction of all services rendered by you as per your roles and duties.

6. Leave

- 6.1 In addition to the holidays declared by the Company, after confirmation you will be entitled 18 days of paid leave in a year on a pro-rated basis.
- 6.2 If you are unable to attend work due to illness or injury you must inform the concerned reporting officer by telephone/ email of the illness or injury by 12:00 noon. On the first working day of such absence and then on each subsequent day of absence. You are required upon request or as set out in the employee handbook or Company policies as may be in place from time to time to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within 5 days after the expiry of the previous medical certificate.
- 6.3 You shall inform the concerned reporting officer in writing, reasonably in advance, of your intention of taking your privilege leave and you shall obtain his prior approval.

7. Retirement

- 7.1 The retirement age is 60 years unless the Company specifically requires you in writing, to continue in employment beyond this age in its absolute discretion.

8. No Conflict of Interest

- 8.1 You warrant that:

8.1.1 you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

8.1.2 your performance of your duties for the Company does not and will not breach any obligation wherein you have to keep in confidence any proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

- 8.2 When you accept your position at the Company, you represent, warrant and undertake to be free from any previous employment or engagement or any restrictive terms and conditions relating to future employment.

- 8.3 Your position requires whole-time employment with the Company and you shall devote yourself exclusively to the business of the Company. You shall not take up any other work (part time or otherwise) or work in an advisory capacity, or be engaged, concerned or interested directly or in any other trade or business during your employment with the Company. You shall not seek membership of any local or public bodies without first obtaining specific written permission from the Company.

9. Transfer

- 9.1 The Company reserves its right to transfer you in the same capacity or such other capacity that the Company may determine to any other location, department, branch, establishment or place of business of the Company or any other group or affiliate company or entity of the Company in or outside India or to depute you to any of its client's premises. In such cases, you will have to comply with the terms and conditions of service prevailing at the new placement location.
- 9.2 Notwithstanding anything contained in this Letter of Appointment, your deputation or secondment with any of other entity by the Company shall not be deemed as transfer of your employment with such entity and you shall at all times remain an employee of the Company.
- 9.3 In the event, such transfer is not acceptable to you the Company may in its sole discretion terminate your employment in accordance with this Letter of Appointment. You shall not claim such dismissal as unfair in view of the alternate opportunity provided to you by the Company.

10. Confidential Information

- 10.1 The term "**Confidential Information**" shall deem to mean and include the following:

10.1.1 all information relating to the Company, developed, disclosed by the Company (whether in written, oral, graphic, electronic or other tangible or intangible form) to you during the course of your employment with the Company, including but not limited to, all technical, non-technical information, data, business operations information, selection process, ideas and creative works, research belonging to the Company (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret doctrine), or otherwise, and includes proprietary information;

10.1.2 all information relating to such matters which comes to your knowledge in the course of your employment with the Company and which by reason of its character and/or the manner of its coming to its knowledge, is evidently confidential (whether or not marked as confidential);

10.1.3 information obtained from the Company's lists of and/or database of contact names and details and/or potential client companies, and/or client companies and/or contractors and/or candidates;

10.1.4 all information obtained from the Company's internal list of employees' names, telephone numbers, performance records or details;

- 10.1.5 all information relating to business plans, marketing plans, terms of business of client companies and the terms of business of the Company, development contracts, terms of such contracts, technical specifications and other documents in respect of development of the client project, pricing and fee arrangements, and other financial information, including without limitation details of activities, businesses, business plans or finances of the Company;
- 10.1.6 data, program code, scripts, database definitions, site design and functionality, graphical design concepts and marketing concepts, training and development material;
- 10.1.7 any other information designated by the Company as confidential; and
- 10.1.8 any information in relation to which the Company owes a duty of confidentiality to any third party.
- 10.2 You shall not, during or after the termination of your employment with the Company, without the consent of the Company disclose or divulge or make public any information regarding the Company including its affairs or administration or research carried out or business whether the same may be confined to you or become known to you in the course of your employment with the Company or otherwise.
- 10.3 You agree that the Confidential Information received by you during your employment with the Company is the property of the Company. You agree and undertake to return all such property (whether in written, electronic or other form) to the Company immediately on termination of your employment or at any time prior to that if the Company requests.
- 10.4 You shall, during your employment with the Company, use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by any other officer, employee or agent of the Company or otherwise and shall be under an obligation to promptly report to the Company any such unauthorised use or disclosure which comes to your knowledge.
- 10.5 If required by the Company, you shall execute separate documents or agreements in relation to in respect of the Confidential Information, conferring such rights on the Company. You further agree to execute such further documents or agreements as required by the Company from time to time in respect of the Confidential Information.
- 10.6 All works and inventions made, created, developed or produced by you in connection, whether directly or indirectly, with your employment with the Company shall inure and belong exclusively to the Company as *'work for hire'*. You hereby agree and undertake that all: (a) proprietary information; and (b) intellectual property rights and other rights anywhere in the world in connection with proprietary information, created, produced or developed by you, either jointly with others or alone: (A) in the course of your employment; (B) during your employment and relating to the actual or anticipated business or research or development of the Company, its affiliates and/or its clients; or (C) with the use of any Confidential Information or any of the Company's and or its affiliates' time, material or facilities, is and will be the sole and exclusive property of the Company to the maximum extent permitted by applicable law. You hereby absolutely, irrevocably and unconditionally assign to the Company, and waive in favour of the Company, without further consideration, on a royalty-free, exclusively, perpetually and on a world-wide basis, any and all intellectual property rights and other rights, title and interests that you have, may have or acquire in any of such proprietary information, inventions, Confidential Information and intellectual property rights.

11. Past Records

- 11.1 Your employment is contingent upon satisfactory reference checks, and confirmation of prior employment and education. The Company reserves the right to carry out reference checks and verification of your prior employment dates, positions, salary drawn and other compensation and benefits information. You may be required to sign a letter permitting the Company to obtain such information from your previous employers.
- 11.2 If any declaration given or information furnished by you to the Company proves to be false or if you are found to have wilfully suppressed any material information, in such cases, your employment with the Company shall be liable to be terminated without any notice and without any compensation.

12. Termination

- 12.1 Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or without payment in lieu thereof or without any compensation whatsoever, if, among other things:
- 12.1.1 you disobey a lawful direction of the Company;
 - 12.1.2 fail or neglect to efficiently and diligently carry out your duties to the reasonable satisfaction of the Company;
 - 12.1.3 you are found guilty of commission or omission of any act or any misconduct in the opinion of the Company;
 - 12.1.4 you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Letter of Appointment, or are guilty of any negligence in connection with or affecting the business or affairs of the Company;
 - 12.1.5 you remain absent from work for a continuous period of 15 days without prior approval of your superior, (including overstay of leave);
 - 12.1.6 you become bankrupt or have a receiving order made against you or make any general composition with your creditors or otherwise take advantage of any similar statute offering relief to insolvent debtors;
 - 12.1.7 you breach your obligations set out in this Letter of Appointment;
 - 12.1.8 you become addicted to or habitually under the influence of alcohol or drug (not being a drug prescribed for you by a medical practitioner for the treatment of a condition other than drug addiction);
 - 12.1.9 you do not meet performance parameters after having been given opportunity to improve for a period of one month from the date of notice to improve;
 - 12.1.10 you engage in conduct that could bring you or the Company into disrepute; or
 - 12.1.11 you are convicted of any criminal offence under the applicable laws.
- 12.2 Without prejudice to the Clause 12.1 but notwithstanding any other provision of this Letter of Appointment, if you are unable to perform your duties properly by reason of illness or

injury for a period or periods aggregating at least 15 days in any period of 6 consecutive calendar months (the "Period of Incapacity") then the Company may by not less than 3 months prior written notice to you terminate the employment, while you are incapacitated by illness or injury from performing your duties.

12.3 Your employment after your confirmation in the service may be terminated at any time:

12.3.1 by you giving a 3 months' written notice to the Company; or

12.3.2 by the Company giving a 3 months' written notice to you or by paying you an amount equal to 3 months' basic salary, less any applicable or required tax or other deduction.

12.4 You shall not be entitled under any circumstances to pay salary in lieu of notice to terminate your employment with the Company. You may be required to take any accrued holiday entitlement during such notice period and such holiday shall not be considered when calculating number of days served during notice period.

12.5 You acknowledge and agree that such notice (or payment in lieu thereof) by the Company is reasonable notice of termination and no other notice requirements express or implied shall apply.

12.6 Upon the effective notice of termination of your employment by the Company or you, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend work, at the Company's absolute discretion. However, you will not take up any alternate employment until the expiration of such notice period.

12.7 The termination of your employment howsoever arising shall not affect such of the terms hereof which operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

12.8 If your employment is terminated for any reason:

12.8.1 the Company may set-off amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;

12.8.2 you must return promptly and without request all the Company's property to the Company on termination including but not limited to any leased property, all written or machine readable material software, laptop, mobiles, computers, credit cards, keys and vehicles, etc.; and any other data whether prepared by you or otherwise coming into your possession, you will not retain any written or other tangible material containing any information concerning or disclosing any other company's confidential information except that financial information that you are entitled to possess in the capacity of the employee of the Company;

12.8.3 You will provide a certificate to the Company and/or its group company, if any that you have complied with the terms and conditions of this Letter of Appointment and such other agreement as you may have executed with the Company.

13. Employment Contingency:

- 13.1 This employment offer is contingent upon satisfactory reference checks, and confirmation of prior employment and education. The Company reserves the right to carry out reference checks and verification of your prior employment dates, positions, salary drawn and other compensation and benefits information. You may be required to sign a letter permitting the Company to obtain such information from your previous employers.

14. Disciplinary Policies

- 14.1 You are subject to the Company's disciplinary policies as updated from time to time. These policies are binding on you.
- 14.2 In order to investigate a complaint of misconduct made against you and/or pending a disciplinary hearing, the Company shall be entitled to suspend you from your duties on full pay and with full entitlement to all other benefits to which you are entitled under this Letter of Appointment for so long as the Company shall consider necessary in order to facilitate a proper investigation of such complaint and during such period of suspension:-
- 14.2.1 The Company may require you to stay away from and have no contact with any premises, employees, officers, customers, clients, candidates, contractors, agents or suppliers of the Company; and
- 14.2.2 You shall, at the request of the Company, immediately deliver to the Company all or any property in your possession or control which belongs to the Company or which relates to the business of the Company, including without limitation all items mentioned in Clause 12.8.2.

15. Non-Compete and Non-Solicitation

- 15.1 During the term of your employment with the Company and for a period of 2 years following the termination of your employment (except with the prior sanction of the board of the Company):
- 15.1.1 you shall not directly or indirectly be engaged in or be concerned or interested in any business, affairs or activities of any person, firm, concern, body corporate whether incorporated or not, undertaking or company which is in any way directly or indirectly in competition with or in opposition to any business for the time being carried on by the Company. Your direct or indirect participation as an employee, director, manager, shareholder, proprietor, secretary, advisor, consultant, officer, agent, executive or self-employed person or any direct or indirect participation or financial interest in such person or entity or body corporate is hereby prohibited save and except with the prior approval of the board of the Company. Any participation in any body corporate or running of your own business shall require the prior written approval of the board of the Company save and except purchasing securities in any company whose securities are regularly traded, provided that such purchase shall not result in yours owning beneficially at any time 2 (two) percent or more of the equity securities of a company. You shall not except with the prior consent of the board of the Company, in writing, directly or indirectly be concerned or interested in any contract or arrangement relating to the supply of goods or services to or by any customer or supplier of the Company;

- 15.1.2 You shall not, without the prior consent in writing of the board of the Company, whether by yourself, your employees, agents or representatives or otherwise howsoever and whether on your own behalf or for any other person, firm, sole proprietary concern, company or organisation or body corporate directly or indirectly solicit any business from or canvass or otherwise have dealings with any person, concern, firm, company or body corporate with whom or with which you have had personal dealings in the course of your employment with the Company and who or which at any time was an officer, employee, agent, representative, manager, client, customer or supplier or who was to be a prospective client, customer or supplier of the Company; or
- 15.1.3 You shall not directly or indirectly induce or attempt to induce any supplier or service provider of the Company to cease to supply or perform the services, or to restrict or vary the terms of the respective agreements or otherwise interfere with the relationship between such a supplier and / or service provider and the Company; or
- 15.1.4 You shall not directly or indirectly, induce or attempt to induce any employee, consultant or representative of the Company to leave the employment or engagement of the Company.
- 15.2 The remuneration payable to you as stated in this Letter of Appointment shall be deemed to include valuable consideration in respect of the non-compete and non-solicitation covenant and undertaking given by you hereinabove in this Letter of Appointment and you hereby acknowledge and admit the adequacy and sufficiency of such consideration.
- 15.3 You confirm and acknowledge that in your opinion and belief, the restrictions under Clause 15 are reasonable keeping in mind the nature of the business of the Company. In the event that any of the restrictions contained in this Letter of Appointment shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the longest period of time for which it may be enforceable, and/or over the largest geographical area as to which it may be enforceable and/or to the maximum extent in all other aspects as to which it may be enforceable, all as determined by such court in such action.
- 16. Miscellaneous Terms and Conditions**
- 16.1 You hereby agree and undertake to immediately intimate the Company of any change in the information provided by you.
- 16.2 In addition to the aforesaid terms and conditions, you shall also be governed by such directions or instructions as may be issued to you from time to time in discharge of your obligations as an employee of the Company. You will adhere, at all times, to the laws and regulations of any country in which you work.
- 16.3 Notwithstanding anything contained herein, you agree and undertake that any damage, loss or any sort of adverse effect to the property of the Company or breach or non-compliance of the terms and conditions of this Letter of Appointment by you, will attract penal and criminal legal proceedings against yourself. You shall also indemnify the Company against any loss, damage, cost or expense which the Company may suffer or incur by reason of any breach of the undertakings and obligations contained or referred to in this Letter of Appointment. You also acknowledge that damages may not be sufficient remedy for the

Company for any breach of any of your undertakings and obligations provided herein and further acknowledge that the Company is entitled to specific performance or injunctive relief as a remedy for any breach or threatened breach of those undertakings made by you, in addition to any other remedies available to the Company in law or in equity.

- 16.4 In order to maintain security, the Company reserves the right to search members of its staff, employees or their personal belongings and to monitor, check, record and review telephone calls, computer files, records and e-mails/internet activity and any other compliance, security or risk analysis checks the Company considers reasonably necessary.
- 16.5 By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment, and that in consideration of the Company offering you employment with the Company, you voluntarily and unconditionally agree to abide by its terms and conditions of this Letter of Appointment.
- 16.6 If any provision of this Letter of Appointment shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Letter of Appointment and rendered ineffective as far as possible without modifying the remaining provisions of this Letter of Appointment and shall not in any way affect any other provisions or the validity or enforcement of this Letter of Appointment.
- 16.7 The failure by the Company at any time to insist on performance of any provision set out in this Letter of Appointment is not a waiver of its right at any later time to insist on performance of that or any other provision set out in this Letter of Appointment.
- 16.8 On signing and acceptance of this Letter of Appointment, you have consented to the Company keeping, recording and processing, both electronically and manually any appropriate data it may gather during the course of your employment. This may include sensitive personal data such as medical information, etc. You also hereby grant your unequivocal consent to the Company disclosing and transferring such data to the group company of the Company or third-party service provider for processing or otherwise.
- 16.9 The Company will have the right to transfer and assign this Letter of Appointment and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Letter of Appointment is personal to you and you will not be entitled to transfer or assign it in whole or in part.
- 16.10 This Letter of Appointment constitutes the entire agreement between you and the Company with respect to the subject matter of this Letter of Appointment and supersedes all prior arrangements between you and the Company regarding such subject matter.
- 16.11 You and the Company agree to perform all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Letter of Appointment.
- 16.12 This Letter of Appointment shall be altered, modified or supplemented only in writing and when duly signed by the Company and yourself.
- 16.13 Any notices/communication to be given by you to the Company or by the Company to you shall be sent by registered letter or email at the address/email ID last notified by the Company to you or by you to the Company as the case may be.
- 16.14 The provisions of this Letter of Appointment which by their nature survive shall survive the expiration of this Letter of Appointment.

16.15 This Letter of Appointment may be executed in two or more counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

17. Governing law and jurisdiction

17.1 This Letter of Appointment shall be governed by laws of India. The courts at Mumbai only shall have exclusive jurisdiction in the event of any dispute arising between you and the Company in respect of or under this Letter of Appointment or in any matter concerning your employment with the Company.

Please confirm that the above terms and conditions are acceptable to you and that you accept this appointment by signing this Letter of Appointment in duplicate.

Yours faithfully,
For **Hydropure Systems Pvt Ltd**



(Authorised Signatory)

I agree and accept employment with the Company on the basis of the terms and conditions mentioned in this Letter of Appointment, the employee handbook and other Company's policies, which have been read, understood and accepted by me.

Signature



Name: Durgesh Desai
Date: 01/07/2021