

## **EMPLOYMENT AGREEMENT**

This employment agreement (the "Agreement") is made and entered into as of October 06, 2021 by and among:

HERE Solutions India Private Limited, a company registered under the Companies Act, 1956, and having its registered office 10th - 12th Floor, B Wing, Nesco IT Park - Tower 4, Western Express Highway, Goregaon East, Mumbai 400063, Maharashtra (the "Company"); and

Mr. Aditya Nandedkar S/o \_\_\_\_\_\_, aged \_\_\_\_\_\_, aged \_\_\_\_\_\_ years and an Indian citizen presently residing at Plot No. 122, S.No. 60, Shiv Colony, Jalgaon 425001 (the "Employee").

The Company and the Employee are hereinafter collectively referred to as the "Parties" and the term "Party" will refer to either of them individually.

WHEREAS, the Company has offered to employ the Employee as a Senior DevOps Engineer in the Company, on the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

In this Agreement the following expressions shall, unless the context otherwise requires, have the 1.1. following meanings:-

"Base Salary" shall have the meaning ascribed to it in Clause 8.1;

"Commencement Date" shall mean the November 02, 2021;

"Company Inventions" shall have the meaning ascribed to it in Clause 13.1;

"Company Records" shall have the meaning ascribed to it in Clause 14.1;

"Confidential Information" shall have the meaning ascribed to it in Clause 11.1;

"Employment" shall mean the employment of the Employee by the Company under this Agreement;

"Inventions" shall have the meaning ascribed to it in Clause 13.1;

"Person" shall mean and include an individual, corporation, trust, partnership, unincorporated body or other entity;

HERE Solutions India Private Limited. 10th 12th Floor, B Wing,

Nesco IT Park - Tower 4, Western Express Highway, Goregaon East, Mumbai – 400063 Maharashtra, India

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## Schedule II Name: Aditya Nandedkar Designation: Senior DevOps Engineer

	Job Grade: VIII Per Month	Per Annum	One
	Amounts in INR	Amounts in INR	Time**
		600000	
Basic Salary	50000		
Co.'s PF Contribution	6000	72000	
Gratuity	2400	28800	
Conveyance Allowance	1667	20000	
Taxable Allowance	7500	90000	
	57433	689200	
Flexible Benefit Plan (FBP)*	37.133		100000
Joining Bonus**		4500000	
Cost to Company		1500000	
Variable Pay (per annum) ***		Target (10%)	

## Flexible Benefit Plan - Break up with Maximum Annual Limits

Flexible Benefit Plan (FBP)* Components	Maximum Annual Amounts in INR
	50000
HRA	360000
Education Allowance (Rs. 100 per month per child, max upto 2	2400
children)	13200
Meal Vouchers Supplementary Allowance (Max up to 100% of FBP)	Balancing figure

- 1. The FBP offers you the flexibility to design this part of your compensation.
- 2. Any individual FBP component can be claimed as per your CTC and specified maximum limits.
- 3. Any unclaimed limits will be automatically paid as part of the supplementary allowance at the end of the financial year, prorated from the DOJ.
- 4. All the payments are subject to deduction of tax at source as per the provisions of the Income Tax Act as may be amended from time to time.
- 5. Supplementary allowance is the balance amount that is available after exercising the FBP components.
- 6. \*\* The Company shall pay to the Employee a Joining Bonus of Rs. 100000/- (Rupees One Lakh Only) as a One-time payment. This is a taxable income and will be paid within 60 days from the date of joining. Joining Bonus amount represent benefit paid by HERE that is paid without acknowledgment of a legal duty and without an entitlement to such benefits. The Employee agrees to pay back the Joining Bonus amount to HERE according to the rule below if the Employee voluntarily terminates the employment before the expiry of twelve (12) months of employment. The same applies if HERE

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