

18/04/2024

Trisha Rhea Gracias
House No. 289,
Fondvem, Ribandar,
Goa -

Dear **Trisha Rhea**,

Welcome to **Valenta** ! We are pleased to offer you a career opportunity with our company.

Based on your interview, we are offering you a position as a **Paraplanner** in the **Paraplanning - UK** team at **Bangalore** with our organization. Your total compensation will be **INR ₹ 4,00,000.00**, grounded on the condition that you join us by **02/05/2024**. If required, we would prefer that you coordinate with your reporting manager at Valenta for any process-related inputs one week before the joining date.

At Valenta, we believe we have a historic opportunity of building a world class company. We also believe we are unique in several ways – our equal strengths in KPO; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards employment, initiative, flawless executive and leadership. In return, we promise to provide you a platform to grow and fulfil your personal and professional goals. We look for self- driven professionals like you who would partner the future growth of our organization. We are confident that with your skills, competencies and capabilities, you would be a valuable addition to our team.

This offer of employment is contingent upon your fulfilling the background verification process.

We look forward to you joining us at our **Bangalore** office on **02/05/2024**.

Please endorse your acceptance by duly signing this letter electronically by 22/04/2024.

Yours sincerely,

Nishal Purba

Nishal Purba
Human Resource

Upon your acceptance of this job offer, the below processes follow:

- At the time of joining Valenta, the following original copies of documents and information must be made available to us for verification on your first day in order to complete your on-boarding process:

Sl.no	Documents
1	To Process your Salary – PAN Card copy is mandatory. If you do not have a PAN Card- apply for it online using the said URL https://tin.tin.nsdl.com/pan/index.html .
2	Age Proof Certificate – Birth Certificate/ (School Certificates if ICSE / SSLC / CBSE)
3	Academic Certificates (Including additional certifications/courses) supporting your education qualifications along with mark sheets*
4	Your latest salary slips or salary certificate*
5	Experience Proof – Relieving letter from previous employers (if previously employed)*. The relieving letter or resignation acceptance need to be submitted in original
6	Copy of Photo ID Proof (Passport, Driver’s License, Voter ID, PAN Card)
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable Income with break up) till the last date of your employment with them along with PAN number if available.
8	1 Passport Size Photographs
10	Copy of your updated resume
11	Joining Kit Duly filled in by you

- Original copies of the required documents need to be submitted. These original certificates will be returned to you after due verification.
- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is recommended that all Valenta employees possess a valid passport. Otherwise, please apply for one. You are expected to have a valid passport within 60 days from the time you join Valenta.
- Apart from this, we would like to have the following information ready with you to be used during your joining formalities:
 - o DOB and Name of Father, Mother, Spouse, Child / Children
 - o Educational details with the passing year
 - o Your past experience details with the exact years and role played
 - o Blood Group
 - o Your Savings Bank Account number
 - o Your PAN Number
 - o Passport Number, Place of Issue, Date of Issue, Validity: From and to Date.

ANNEXURE - 1
TERMS OF EMPLOYMENT

Your employment at Valenta will be governed by the Valenta's policies as modified from time to time. Copy of the present policy will be made available to you upon joining.

In particular, and without prejudice, to the following statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1. Hours of Work

- 1.1 A working day shall comprise of **nine working hours in a day.**
- 1.2 You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.
- 1.3 You may be required to do overtime from time to time as determined by the management.

2. Place of Employment

- 2.1 During your employment with Valenta, you will be liable to be transferred or deputed to any of the offices, departments within Valenta or its Associate Subsidiaries or Group of Companies, whether in India or Overseas.
- 2.2 In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Valenta policies prevalent at that time.

3. Probation

- 1.1 You will be on probation for a period of **6 months** with effect from joining date. In the event of you not being able to attain the standards required for confirmation of your services, this period or probation may be extended by the Management. The probation cannot be extended for more than 1 year. Upon completion of the probationary period to the satisfaction of the Management, the Management will confirm your appointment in writing. If you do not receive such a confirmation notification via email at the end of the probationary period, you will continue to be on probation till you receive the confirmation notification from the Management or

till your services are terminated. Your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof.

4. Travel

- 4.1 You may be required to travel, whether in India or Overseas, on official work purpose on short notice.
- 4.2 In the event that you traveled abroad in the course of employment and within 12 months of such travel submit your resignation, you will be bound to reimburse the Company for all the expenses incurred for and during the travel.

5. Salary and Benefits

- 5.1 Our salary cycle is based on a calendar month. Attendance is tracked from the 1st to the 25th of each month and your salary will be credited into your bank account between 01st and 03rd of the following month. Any salary adjustment for workdays between 25th till the last day of the present month will be reflected in the salary payment for the upcoming month. Employees joined on or after the 16th of the month will be receiving their salary along with the next month's salary.
- 5.2 Appraisal reviews will be conducted twice a year in June & December. Salary increments will be reviewed once a year in December post completion of one year in the organization. Provision of increments are subjected to satisfactory appraisal reviews as well as the financial performance of the Company in the given year.
- 5.3 You acknowledge that it is Valenta policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- 5.4 In case you decide to leave during the training period, you will have to forego the stipend amount. Management has the right to terminate your training at any point of time without pay, if found unsuitable.

6. Leave Entitlement Policy

- 6.1 You are advised not to take any type of leaves during the training period as the company has invested lot of money in setting up the training.
- 6.2 A list of public holidays is published in the beginning of the year and displayed in the office. The foresaid list has also been made available on Zoho People. Any additional Public Holidays will be declared at management's sole discretion.
- 6.3 Should you be absent on account of illness, you must immediately notify your reporting manager at least one hour prior to your start time. You are required to produce a medical certificate upon returning to work. If you are sick for 2 consecutive days, you are required to produce a medical certificate upon returning to work. Please attach a doctor's certification while applying for sick leave in Zoho People.
- 6.4 The Company is not liable to bear any personal medical cost / claims of the employees.
- 6.5 You will be entitled to 12 days of sick leave in a calendar year. Sick leaves cannot be encashed or carried forward.
Trainees are not entitled to sick leaves during their training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.6 If you work a full day on a public holiday or weekend, you can request for Compensatory leave in Zoho People. Upon approval, you will see a credit which can be utilized during the calendar year.
- 6.7 You will be entitled to 18 days of Annual Leave in a calendar year. Leave entitlement will be auto calculated in Zoho People and will be allocated for each quarter in advance. For example, for the January quarter, leaves for the quarter will be made available on the 1st of January.
Trainees are not entitled to annual leaves during training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.8 Annual Leave must be applied to the management 30 days in advance. Advance and Emergency Leave will only be granted at the management's discretion. No Annual Leave is allowed in the first 3 months of employment. Any absence from work during this period will be treated as loss of pay.

- 6.9 Leaves need to be utilized every six months. i.e. January to June leaves, should be used within this period. There will be no carry forward. For Christmas/New Year, you can utilize leaves on either side of the year and hence carry forward will not be required. All unutilized annual leaves can be encashed at the end of each year.
- 6.10 This contract shall be deemed to have been broken by you if you are absent from work for more than two consecutive working days without informing the management prior to your absence.

7. Termination

- 7.1 Your employment with Valenta is subject to termination on:

This employment can be terminated by either party by giving THIRTY (30) DAYS prior notice in writing or THIRTY (30) DAYS pay in lieu of such notice. However, your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof as mentioned in clause 3.1.

For every year of service rendered, 1-month notice will have to be provided subject to a maximum of 3 months (unless otherwise mutually agreed) as shown below:

- o Upon confirmation up to 1 year of service – 1-month notice;
 - o 1 year up to 2 years of service – 2 months' notice;
 - o 2 years of service onwards – 3 months' notice.
- 7.2 Valenta reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 7.3 For abundant caution, it is hereby clarified that you cannot waive the notice period requirement. In the event that you wish to terminate your employment with Valenta, and that your termination/ resignation letter will be accepted by Valenta on your satisfying the mandatory notice period as per Valenta policies. Further, till such time as Valenta accepts your resignation letter, you will be deemed to be an employee of Valenta and the terms and conditions of your employment will still continue to bind you.
- 7.4 Valenta shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

- 7.4.1 You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Valenta policies and code of conduct; or
- 7.4.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of Valenta is likely to bring Valenta any disrepute, whether or not such act is directly related to the affairs of Valenta; or
- 7.4.3 You commit any breach of any of your duties or obligations under this agreement of the policies of Valenta.
- 7.4.4 There is a discrepancy in the copies of the documents/ certificates given by you as a proof of support of the information provided by you. In the event of termination, you shall not be entitled to any benefits whatsoever.

8. Mode of Communication

- 8.1 For any service of notice of communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9. Confidentiality

- 9.1 You agree at all times during the term of your employment and thereafter (without limit of time):
 - 9.1.1 To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of Valenta, and
 - 9.1.2 Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Valenta.
- 9.2 You agree to return to Valenta all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Valenta.
- 9.3 “Confidential Information” means any of Valenta proprietary or confidential

information, technical data, trade secrets or know – how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Valenta with whom you become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by Valenta in any country or jurisdiction (until the same is generally available to the public), and any other business information of Valenta including business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, and information which is common to the business of Valenta or which is generally known outside Valenta.

- 9.4 You understand that retaining the confidential nature of the confidential information is of utmost importance to the business Valenta and in addition to the terms of stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with Valenta.

10. Intellectual Property

- 10.1 You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/ or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with other and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Valenta shall belong to Valenta absolutely.

10.2 You agree, at Valenta expense, to provide, during and after this employment, all such assistance as Valenta reasonably considers necessary, to secure the vesting of such rights in Valenta or Terms of Employment Valenta its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

11. Data Privacy Compliance Policy You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: -

11.1 You consent to the processing of your personal data in accordance with Valenta data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2 In particular, you explicitly consent to:

11.2.1 The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;

11.2.2 The transfer worldwide of personal data held about you by Valenta to other employees and offices of Valenta worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.

11.3 The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Valenta by you on their behalf. The references to "sensitive personal data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial and ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Valenta policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12. Non - Compete

12.1 You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither

solicit business nor offer product / services and/ or conduct any business, that directly competes with the kind of product/ services that is offered by Valenta to such client, either directly or indirectly with any of "Valenta's", client or any third party exposed to you,. In case you violate this provision, a minimum amount of INR 1,750,000 shall be payable by you to Valenta as damages.

13. Non-Solicitation of Employees and Clients

- 13.1 You agree that during the period of your employment with Valenta, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Valenta, you will not, either directly or indirectly:
- 13.1.1 Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Valenta; or
 - 13.1.2 Adversely affect the business prospects of Valenta by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an employee of the Valenta for any purpose related in any manner to the business of Valenta.
 - 13.1.3 You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Valenta present business and the duties of your employment.
 - 13.1.4 You agree to not make any contact with the client(s) outside the regular course of business, this includes, any contact via social media or through personal email.

14. Warranty

- 14.1 You warrant that your joining Valenta will not violate any agreement to which you are or have been a party to.
- 14.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Valenta.
- 14.3 You warrant that you will comply with all Valenta applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Valenta.

- 14.4 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15. Indemnification

- 15.1 You agree to indemnify Valenta for any losses or damages sustained by Valenta caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16. Retirement

- 16.1 Your age of retirement from the service will be on completion of 60 years.

17. Professional Relationship

- 1.2 All contact between you and Valenta and its associates' clients will be through official email and other means via an approved professional login (i.e. Skype with a user name of name.valenta etc). You shall maintain a professional working relationship with Valenta and its associates' clients and shall not contact them outside the specified working hours.
- 1.3 You are prohibited from connecting or interacting with any of Valenta and its associates' clients on social media.
- 1.4 You are prohibited from discussing matters which are non-work related during and after the specified working hours.

18. General

- 18.1 The employer and employee agree to use their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations for a period of at least 3 months. This agreement contains the entire agreement between the employee and Valenta, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and/ or non-disclosure.
- 18.2 This agreement is made under and shall be construed according to the laws of India.

Employee agrees to submit to the jurisdiction of the courts of Bangalore.

- 18.3 This agreement shall remain current and in force, irrespective of whether you are under employment of Valenta or not.
- 18.4 Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

Acknowledgement and Acceptance of Appointment by Valenta KPO Pvt. Ltd.

I, **Trisha Rhea Gracias** have read and understood the above terms and conditions governing my employment with the company and hereby accept the above - mentioned appointment in totality.

I confirm my acceptance of the offer and shall report to the **Bangalore** office on **02/05/2024**

Signature:

Name:

Date: