

EMPLOYMENT CONTACT

Date: 14th June, 2023

From

DECORHUE Private Limited

501, 5th Floor, Mathias Plaza, Souza Business Centre, 18th June Road, Panaji 403 001, Goa

Email: jay@decorhue.com

To:

Narayan Gaonkar

H.No. 261/2, Deul wada, Thane, Sattari, Goa

Re: Employment with DECORHUE Private limited

Dear Narayan Gaonkar,

We are pleased to offer you ("You" or the "Employee") employment in DECORHUE Private Limited, having its office at 501, 5th Floor, Mathias Plaza, Souza Business Centre, 18th June Road, Panaji 403 001, Goa

('Employer') on the following terms and conditions:

(1) Type of employment

The Employee will be employed on the following basis: full-time.

(2) Commencement of Employment

(a) Your employment with the Employer ('Employment') shall be effective from the Commencement Date, which shall be the later of:

(i) June 15th, 2023 and

(ii) You providing the Employer with copies of your Aadhar Card and, one passport size photograph and all documents pertaining to your educational and professional qualifications and references from your previous employers (if any) to the Employer's satisfaction.

DECORHUE PRIVATE LIMITED.

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Operational office:

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- (b) You shall be employed with the Employer as Software Engineer. The Employer reserves the right to change your designation from time to time at its sole and absolute discretion.
- (c) Your period of continuous Employment with the Employer shall be calculated from the Commencement Date.
- (d) You warrant and represent to the Employer that you will not breach any obligation binding on you by reason of entering into this letter agreement or performing any of your duties and obligations under it or other third-party contractual obligations.
- (e) You warrant that all the information relating to you and provided by you to the Employer is true and accurate.

(3) Probation

(a) You shall be on probation for a period of 3 months from the Commencement Date. During this period, the Employer may terminate your Employment by giving you 7 days prior written notice of termination. You may terminate the Employment during the probationary period by giving the Employer 7 days prior written notice of termination.

(b) At the end of the probationary period, the Employer shall:

- (i) If satisfied with your performance and suitability for continued employment confirm the same in writing, or
- (ii) Terminate your Employment upon giving you 7 days prior written notice of termination.

(4) Compensation & Benefits

(a) As compensation, you shall be entitled to receive a monthly salary of Rs. 13,000 (Rupees Thirteen Thousand only) during probation period and upon successful completion of probation and on receiving permanent employee confirmation, the salary shall be raised to and annual CTC of Rs. 1, 80,000/- (Rupees Fifteen Thousand only).

(b) This shall accrue on a daily basis and be payable in the following periodicity in arrears by month by transfer to your bank account. It is clarified that 'CTC' shall comprise your total cost to the company and includes all payments made and benefits provided by the Employer directly or indirectly to or on your behalf, whether as salary or otherwise.

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(c) The Employer will formally review your performance annually. However, if you have not completed 6 months of Employment by the last date of the month in which the performance review takes place, your first review shall take place the same time next year and on an annual thereafter.

(d) The Employer is under no obligation to increase your CTC as a result of any review in performance. Any revision in the CTC following a review shall be effective from and subject to such terms and conditions as the Employer shall deem fit.

(e) The Employee acknowledges and agrees that the compensation, as described in the preceding sub-clauses hereof, is the sole monetary compensation to which the Employee is entitled in consideration for the Employee's fulfilment of the Employee's Duties.

(1) The Employee acknowledges and agrees that if the Employer provides any additional monetary compensation to the Employee (such as bonuses), in addition to the compensation as described in the preceding sub-clauses hereof, such additional compensation will be payable entirely at the Employer's discretion.

(f) It shall be your sole responsibility to meet all requirements under Indian tax laws in respect of all payments made or benefits given under this Contract including proper and timely tax compliance and the Employer disclaims liability for any taxes and other imposts for which you are liable personally.

(5) Duties & Obligations

(a) The Employee will be required to perform all tasks and will be required to accept all duties and responsibilities as reasonably requested by the Employer from time to time ("the Employee's Duties"). In particular, the Employee will have the following duties:

The position is for managing the entire backend of this web portal, with the following responsibilities, and not limited to this. The candidate must be willing to adapt and accommodate new tasks as and when such needs arise.

- End-to-end management of DECORHUE shopping kart.
- o Market Research to identify individuals and firms that make hand-made interior decor products using social media reach outs and other ways.
- o Creating a database of such sellers, and reaching out to them for getting listed with us for selling their products. (This role will be only till such time another executive takes over the marketing profile. From this point onwards, the role will be purely technical.)
 - Get approval from CEO | Director | Creative Director before giving consent to onboard them.
 - Collect, upload and archive pictures in a systematic manner, if needed.
 - Photoshop assistance to vendors, if needed.
 - Managing shipping related communication with vendors. (It will be automated with an API Integrated delivery partner, but you may need to monitor it from time to time or when necessary)
 - Managing web content edits and adding new content as and when required.

(b) Your duties include those duties that would be expected to fall within this job title or such other duties, consistent with your status, as may reasonably be assigned to you from time to time to meet the needs of the Employer.

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(c) The Employer may from time to time make changes to the position description or to the Employee's Duties, provided that such changes are reasonable in the context of the Employer's industry and in the context of the Employee's position.

(d) The Employer and the Employee may from time to time agree to make changes to the position description or to the Employee's Duties.

(e) The Employee agrees to perform the Employee's Duties in accordance with:

(i) this Agreement; and

(ii) the directions, instructions, requests, and orders of the Employer; and

(iii) any of the Employer's guidelines, practice manuals, policies, or procedures as they exist from time to time.

(f) The Employee must perform the Employee's Duties in good faith having regard to the best interests of the Employer, and in a careful, conscientious, and professional manner and to a standard that can reasonably be expected of somebody with the Employee's level of skill, training, and experience.

(6) Location of Employment

(a) You shall be employed at the Employer's office in 501, 5th Floor, Mathias Plaza, 18th June Road, Panaji 403 001 or such other place that the Employer may require from time to time.

(b) The Employer may at its sole and absolute discretion transfer you to any other office of the Employer within India or abroad.

(c) You hereby agree to travel to such parts of India and the world as necessary for the discharge of your duties as the Employer may direct or authorise.

(7) Office hours

(a) The Employer's normal business hours are:

Monday to Friday 9.30 am to 5.30 pm Saturdays 9.30 am to 1.00 pm

(b) The office hours may be amended by the Employer from time to time. However, the Employer has the right to require you to work such further hours on weekdays/weekends and on other notified holidays.

(8) Holidays and Leave

(a) You will be entitled to 17 public (preferred) holidays in every calendar year in addition to such public holidays as may be notified by the Employer from time to time.

(b) You will be entitled to 6 days paid leaves in a 12-month period on an accrual basis. Any un-availed paid leave in excess of 6 days, at the end of the calendar year will lapse automatically

(c) You are also entitled to 6 days of casual/sick leave in a year. Casual/sick leave cannot be carried forward. Casual/sick leave balance, if any, at the end of the calendar year will automatically lapse.

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{d} If you are absent from work and such absence has not been previously authorised by the Employer as provided herein, you must inform your manager of such absence with reasons as soon as practicable, but not later than on the morning of the first day of such absence.

{e} All leaves shall be applicable only upon confirmation and not during the probation period.

(9) Sickness

{a} Any leave taken by you for illness, sickness or injury will be deducted from your casual/sick leave entitlement.

{b} If you are absent from work due to illness, sickness or injury for a period exceeding 3 days, you must give us a medical certificate certifying such illness, sickness, or injury on the fifth day following the first day of absence. For any absence thereafter, you shall upon our request provide a further medical certificate to the Employer certifying the continuance of the illness, sickness, or injury. Sick leaves are not applicable during the probation period.

{10} Confidential Information & Trade Secrets

{a} During the course of Employment, you will have access to information {whether or not recorded in writing or on a computer disk or tape} which the Employer treats as confidential or which has the necessary quality of confidentiality.

{b} Further, you understand that the Employer from time to time has in its possession information which is claimed by others to be proprietary and which the Employer has agreed to keep confidential. You agree that all such information shall be Proprietary or Confidential Information for purposes of this Agreement.

{c} Without limiting the foregoing, Confidential Information shall include:

{i} Intellectual Property and Developments including technical data, and information relating thereto or any part thereof; any devices designed by the Employer or its affiliate, trade or business secrets of Employer or

its affiliate;

{ii} Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales figures, financial statements, costing, profits, profit margins, profit expectations and inventories of the Employer and/or affiliates; commercial arrangements and negotiations, unpublished accounting.

information, business strategies, business plans, research and development projects, product formulae, processes, inventions, programs, designs, specifications, discoveries or know-how;

{iii} Confidential or proprietary information received from third parties and the identity of the Employer's clients and investors, any and all information, material and data provided by any client of the Employer or

its affiliates;

{iv} Sales statistics, marketing surveys and plans, forecasts, budgets, costs, profit or loss, names, addresses and contact details of customers and potential customers or suppliers, licenses, prices, costs and employee, customer and supplier lists, any other information or knowledge gained from the Employer.

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- (v) Information concerning the Employer or affiliates' organizational and personnel matters (including employment-related matters, contact details of any employee of the Employer or its affiliates, training material used by the Employer or its affiliates), policies and procedures data and information relating to IT security protocols, all passwords and software used, owned leased and/or otherwise in the possession of the Employer or its affiliates;
- (vi) Business data, particularly data relating to new products, projects, services, promotional campaigns, plans for future development, strategies, pricing agreements and joint ventures in which the Employer or affiliates is/are involved;
- (vii) All data in respect of consultants, agents, representatives of the Employer and/or affiliates including details of their effectiveness and compensation, and commission;
- (viii) Details of this Agreement, including information and details relating to the Employee's salary and other benefits;
- (x) Information which, to the Employee's knowledge, is not intended by the Employer for general dissemination;
- (xi) Information received by the Employer and/or Affiliate from third parties under an obligation of confidentiality;
- (xii) Any information derived from any of the above;
- (d) You shall:

(1) Enter into a Non-Disclosure Agreement ("NDA") with the Employer.

{11} Intellectual Property

(a) The Employee represents that he/she does not own any Intellectual Property prior to the Commencement Date.

(b) You shall promptly and fully disclose to the Employer and keep confidential all inventions, discoveries, trade secrets, copyright works, designs or technical know-how and improvements, whether or not patentable, and whether or not they are made, conceived or reduced to practice during working hours or using the Employer's data or facilities, which you develop, make, conceive or reduce to practice during

Decisions as to the protection or exploitation of any intellectual property shall be at the absolute discretion of the Employer.

{12} Dismissal

(a) Notwithstanding anything contained herein, your employment may be terminated by the Employer without notice and without payment of compensation or in lieu of notice if you are guilty of fraud, negligence, misconduct or in any way breach the terms of this letter agreement. Without limiting the above, the Employer shall be entitled to terminate the Employment summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Employer for any breach of this Contract and to your continuing obligations under this Contract) in any of the following events:

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(i) If you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the Employer, renders you unfit to continue as an employee of the Employer or which would be likely adversely to prejudice the interests of the Employer.

(ii) If you wilfully abuse or misuse the Employer's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the Employer's interests or procedures.

(iii) If any information relating to your suitability for employment provided to the Employer in the course of applying for employment is found to be materially false or misleading.

Please return a signed copy of this letter to indicate your understanding and acknowledgement of the terms and conditions contained herein.

Signed on behalf of:

DECORHUE Private Limited:----- Date: June 14th, 2023

For DECORHUE PRIVATE LIMITED

Jayakrishnan Thankappan

Managing Director

Managing Director

I confirm that I have read and understood the aforesaid contract fully and by signing and returning to the Employer the duplicate copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding contract of employment between myself and the Employer.

Signed: 

Name: Narayan Gaonkar

Date: June 15th, 2023

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