

Date: 30-08-2024

To,

Name: Ashruti Dwivedi

Address: 85, Achaval Ward 9, Bina-Itawa, Tehsil Bina, District Sagar, M.P- 470113

**Subject: Offer of Appointment**

Dear Ashruti Dwivedi,

We are pleased to confirm that following your expression of interest and subsequent interviews, you, Ms. Ashruti Dwivedi (hereinafter referred to as "Employee"), have been selected for the position of "Scientist - Probiotics and Fermentation" with a Monthly CTC of Rs. 37,500/-. You are hereby appointed as an employee of Probiota Innovations Pvt. Ltd. (hereinafter referred to as "the Company"), subject to the terms outlined in the enclosed Employment Agreement.

Please find attached the Employment Agreement, which requires your signature for acceptance. Additionally, Annexure A provides the salary breakup, and Annexure B contains the Employment Agreement for your review.

We look forward to a long and mutually rewarding association.

Best Regards,  
[Signature]

**HR Department**

**Probiota Innovations Pvt. Ltd.**



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anshika@probiotainnovations.com



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Connaught Place, New Delhi - 110001

### Annexure - A

Below Mentioned is the Salary Breakup of Ms. Ashruti Dwivedi

Salary details	Monthly	Annual
Basic Salary	22140	265680
HRA	8856	106272
Special Allowance	6504	78048
<b>Gross Salary/ CTC</b>	<b>37500</b>	<b>450000</b>



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## **Annexure - B**

### **Agreement of Employment**

1. The employee shall be on probation for a period of six (6) months. Probiota Innovations reserves the right to extend this probationary period at its discretion. Upon successful completion of probation, the employee shall be informed in writing.
2. During the probation period, Probiota Innovations retains the right to terminate the employee's services without assigning any reason. The employee may also be transferred to any other branch of the Company during or after probation. Upon confirmation, the employee will be entitled to other benefits, including leaves and bonuses, as amended from time to time according to Company policies.
3. The employee's appointment and continuation in service are contingent upon the submission of original degrees, diplomas, or other qualifying certificates, proof of residence, and two recent photographs within seven (7) days from the acceptance of this offer.
4. If the employee wishes to resign during or after the probationary period, a three (3) month notice period is required, or the employee must provide salary in lieu thereof.
5. The employee must abide by all Company policies, rules, and regulations, and perform duties in accordance with them. The employee is also expected to follow all lawful orders and instructions issued by the management.
6. **Intellectual Property (IP) Protection:** The employee acknowledges and agrees that any and all intellectual property, including but not limited to inventions, patents, trade secrets, formulas, processes, software, discoveries, designs, processes, trade secrets, and proprietary know-how conceived or developed during the course of the employment created, developed, or conceived during the course of employment, whether solely or jointly, and whether during working hours or otherwise, shall be the sole and exclusive property of **Probiota Innovations Pvt. Ltd.** The employee is required to promptly disclose any such IP to the Company and to execute any necessary documents to assign all rights to the Company. The employee agrees that any breach of this clause will result in immediate termination and potential legal action, including but not limited to claims for damages and injunctive relief.
7. The employee is required to obtain leave or prior permission from their immediate supervisor before any absence. Persistent absenteeism without appropriate notice may result in disciplinary action.



**8. Non-Disclosure and Non-Competition:** Upon joining, the employee must declare any prior employment or affiliations that may conflict with the Company's interests. The employee agrees not to disclose any information in regards to Probiota Innovations, including customer lists, trade secrets, supplier lists, product information, software codes, or other confidential material, during or after employment. The employee shall take all reasonable measures to prevent accidental disclosure or industrial espionage.

**9.** The employee is expected to maintain the highest standards of integrity and devotion to duty. Any action against the business interests, policies, or work ethics of the Company will not be tolerated.

**10.** The employee shall receive an Annual CTC of Rs. 4, 50,000. All other benefits, including ESI contributions (if applicable), allowances, and other compensations, are included within this CTC.

**11. Conveyance Reimbursement** The employee will be entitled to conveyance reimbursement for local official travel, subject to submission of bills, in accordance with Company norms. For outstation travel, expenses shall be reimbursed upon submission of TA bills.

**12.** The Company's current office hours are from 9:30 AM to 6:00 PM from Monday to Saturday, with Sundays and national holidays as off days. The employee shall be entitled to twelve (12) days of leave annually after confirmation, subject to modification as per Company policy.

**13.** Throughout the duration of this agreement, the employee is expected to diligently and proactively promote the Company's products. The employee must strictly adhere to all non-disclosure and non-competition obligations, recognizing that any breach will be met with severe consequences.

**14.** Upon resignation or termination, the employee commits to a strict non-compete period of three (3) years. This restriction encompasses any involvement, whether as an owner, employee, consultant, or advisor, in businesses engaged in the research, development, manufacturing, or selling of multivitamins, dietary supplements, probiotic strains, prebiotics, synbiotics, microbiome-based therapies, nutraceuticals, bioactive compounds, functional foods, lab work, nutraceutical ingredients, or any related healthcare products. It also includes activities related to specialized machinery, vendor relationships, intellectual property, patents, proprietary formulations, clinical trials, scientific data, customer and client relationships, revenue, profit details, and any other scientific, R&D, or business endeavors similar to those



of the Company. Any breach of this clause will result in a mandatory payment of liquidated damages amounting to Rs. 10,00,000.

**15.** Salary payments are subject to deductions for income tax, ESI, provident fund (if applicable), and any other statutory requirements.

**16.** Office telephones and other resources are to be used strictly for business purposes unless in case of emergencies.

### **17. Disciplinary Action**

The Company reserves the right to take disciplinary action, including immediate termination, for the following:

- Insubordination
- Dishonesty, including falsification of records or theft
- Unauthorized disclosure of confidential or proprietary information
- Competing with the Company
- Conspiring with competitors for personal gain
- Using confidential information for personal gain
- Breach of Trust
- Misuse of Company Property
- Violation of Company Policies
- Harassment or Discrimination
- Substance Abuse
- Negligence or Carelessness

**18.** Unreported absence for five (5) consecutive workdays will be considered voluntary termination. Repeat tardiness or absenteeism without prior notice may result in disciplinary action.



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**19.** The employee is expected to avoid situations that create an actual or potential conflict of interest with the Company. Employees are required to exercise good judgment, adhere to high ethical standards, and prioritize the Company's interests at all times.

**20. Exclusive Employment:** Throughout the duration of their employment with the Company, the employee is strictly prohibited from engaging in, participating in, or being involved in any other business, profession, or commercial activity outside of the Company. This includes any form of employment, consultancy, or ownership interests that may conflict with or detract from their responsibilities and commitment to the Company. Any breach of this exclusive employment condition will lead to immediate termination of employment, with no further notice or compensation.

Please review the terms and conditions thoroughly.

To confirm acceptance, sign and return the duplicate copy of this offer letter. Report for duty on the specified start date as outlined.

**Best Regards,  
For Probiota Innovations Pvt. Ltd.**

[Signature]

**HR Department**



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