



27-Apr-2022

**Ms. Priya .
Punjab, India,**

Dear **Ms. Priya .,**

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Lead - Hub Operations** at **Gurdaspur** effective **05-May-2022**.

Your annual total base pay will be **INR 6,31,200 (Rupees Six Lakh Thirty One Thousand Two Hundred Only)**. Your compensation is mentioned in the attached Annexure-I.

In addition to the above, you will be eligible for **10%** of your total base pay as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party **1** calendar months' prior written notice provided that the Company may if it shall so choose pay **1** months' prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by Flipkart or an appropriate third party, and the results of such background checks being favorable in Flipkart's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by Flipkart. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe



or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.



You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) **Compete:** During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company;

(b) **Solicit Business:** During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company;

(c) **Solicit Personnel:** During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction,



restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.



If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For InstaKart Services Private Limited

DocuSigned by:

Ajanta Sharma

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27 April 2022 | 1:04 IST

Ajanta Sharma
Manager People Operations

I accept the above terms and conditions and shall abide by them.

DocuSigned by:

Priya

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27 April 2022 | 1:22 IST

Name: **Priya .**

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Annexure I

Annexure I: Your Rewards Summary

Name : Priya .
City : Punjab, India

Compensation Structure	INR Annually
Total Base Pay (A)	6,31,200
Basic Salary	2,84,040
House Rent Allowance	1,42,020
Leave Travel Allowance	24,000
Special Allowance	1,33,140
Provident Fund (Employer's Contribution)	21,600
Meal Allowance	26,400
Performance Bonus (B)	63,120
Total Cash Compensation (C = A+B)	6,94,320
Benefits Cost (D)	40,662
Insurance Cost	27,000
Gratuity	13,662
Cost To Company (E = C + D)	7,34,982
Your Rewards (E + G)	7,34,982

Note:

- USD to INR conversion rate taken for the above computation: 1 USD = INR 74.7
- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Performance bonus is paid as per the terms and conditions of the company bonus plan.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.

**Anti-Corruption Screening Form**

(to be completed by in-scope applicants as defined in the Anti-Corruption HR Screening Plan, v.2020)

Notice to Applicants: The information collected herein is part of the application process, is being collected to determine if you have any conflicts of interest that may present a corruption risk or an appearance of improper influence for the position that you are applying for, and the Company reserves the right to ask for additional information beyond what is asked in this application. Furthermore, by completing this application, the applicant agrees that if subsequent developments cause the information reported herein to be no longer accurate or complete, the applicant will immediately notify the Company regarding a change in circumstances. By providing this information, the applicant certifies that the statements and information contained in this submittal are true, accurate, and complete. Any misrepresentation or concealment of information may result in the employment termination in accordance with market-specific policies.

The information collected on this form is used for recruiting and employment purposes.

1. Have you been employed by a Government Entity within the last two years, or are you currently employed by a Government Entity, or do you anticipate holding a government position/title within the next 12 months?

A Government Entity is any government department, agency, ministry, instrumentality, entity, political party, political campaign, state-owned enterprise, public international organization, recognized traditional or tribal council, or recognized traditional or royal family. In the case of political party candidacy or position, please state the office for which you are running or hold/held (ex. mayor), but do not identify the political party affiliation.

No

Anti-Corruption Screening Form

(to be completed by in-scope applicants as defined in the Anti-Corruption HR Screening Plan, v.2020)

Notice to Applicants: The information collected herein is part of the application process, is being collected to determine if you have any conflicts of interest that may present a corruption risk or an appearance of improper influence for the position that you are applying for, and the Company reserves the right to ask for additional information beyond what is asked in this application. Furthermore, by completing this application, the applicant agrees that if subsequent developments cause the information reported herein to be no longer accurate or complete, the applicant will immediately notify the Company regarding a change in circumstances. By providing this information, the applicant certifies that the statements and information contained in this submittal are true, accurate, and complete. Any misrepresentation or concealment of information may result in the employment termination in accordance with market-specific policies.

The information collected on this form is used for recruiting and employment purposes.

2. Do you have any family members who are Government Officials or are employed by a Government Entity?

Family members include parents, children, siblings, spouses, and spousal equivalents. A Government Official is: (i) any officer or employee of a Government Entity; (ii) any person acting in an official capacity for or on behalf of a Government Entity; or (iii) any candidate for a public office position or any person acting in an official capacity for or on behalf of the candidate; or (iv) any officer or employee of a private bank.

No



Applicant Name : Priya .

Signature:

Priya
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