

To,

Name: **Bhawna Dey**

Date: **February 11, 2022**

Subject: Letter of Appointment for Trainee

Dear Bhawna Dey,

It gives us pleasure to inform you that on the basis of your application for employment with us, the representations made by you that you have the relevant skill, know-how and experience to perform the duties and functions as an employee of the Company and subsequent selection process, you are being offered the role of **Software Engineer Trainee** on Training, on the terms and conditions set out herein below.

For the purposes of this Letter Agreement, references to the term "you" or the "Trainee" shall mean **Bhawna Dey** and references to "us/we/Employer/Company" shall mean Paxcom India Private Limited, a Paymentus Company.

The Company is engaged in the business of marketing, selling and providing of comprehensive billing and payment solutions (products and services) that offer billers the ability to send bills via electronic channels, receive payments of all types, manage outbound customer communications, reconcile payments in real time, and empower customers to work with a self-service portal. Company provides, among other things, products and services relating to eBilling/paperless billing, mobile billing and payments, web payments and online services, payment processing, interactive voice recognition, reporting and analytics, and outbound customer communications and notifications.

Terms:

1. **Duration of Training:** Your training period shall be for a period of **5** months, beginning from **7th February'22**, which can be extended further or terminated earlier with fifteen days' notice on either side. Your base location will be **Delhi**. You will be expected to travel within India and overseas, in relation to your work, including but not limited to for attending official meetings, undertaking assignments, attending workshops, training programs and seminars etc., whenever required and as may be directed by the Company from time to time.
2. **Remuneration:**
 1. 2.1 You will be paid stipend of INR 25000/ month in hand, after successful completion of training you will be given package of CTC of 6 LPA and can vary depending on your performance.

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Haryana 122015

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2.2 The salary shall be payable on a monthly basis in arrears, on or before the 6th day of each calendar month for the immediately preceding calendar month, in accordance with the Company's accounting and human resource policies as may be applicable from time to time.

2.3 All statutory taxes and applicable duties etc. payable in respect of the remuneration received by the you from the Company under this Letter Agreement shall be your sole liability, and the Company will not be held responsible for the any default under any circumstances whatsoever. It is however clarified that all payments to be made by the Company to the you under this Letter Agreement shall be subject to applicable Income-Tax deductions at source and other statutory deductions, if any.

3. Base Location and Work Hours

- 3.1 The Company shall at any time have the right to transfer you / your employment with the Company to the other projects, locations, offices of the Company or to its group companies, subsidiaries, affiliate companies and/or related entities (existing at present or which may come into existence in future), as may be determined by the Company at its sole discretion. On such transfer, you will be governed by the policies and all other working conditions, terms of service applicable to such branch, company, or establishment to which you may be transferred without any extra remuneration.
- 3.2 The Trainee will be expected to travel within India and overseas in relation to his/ her work, including but not limited to for attending official meetings, undertaking assignments, attending workshops, training programs and seminars etc., whenever required and as may be directed by the company from time to time.
- 3.3 The Trainee shall be in office on all working days, whenever required to complete his assignments and duties.
- 3.4 The Trainee will be required to be in office from Monday through Friday every week, on all working days and the normal office working hours shall be 10 am to 7 pm. However, based on the projects/tasks assigned, the normal working hours may differ on a case to case basis.

4. Duties of the Trainee and Reporting Requirements

- 4.1 The Trainee shall report directly to Reporting Manger as assigned. The Trainee hereby acknowledges that this reporting requirement may change at any time at the Company's sole discretion.
- 4.2 The Trainee shall perform such duties and functions as designated by the company from time to time. Such duties and functions will include, but shall not be limited, to the following:
- (i) faithfully and diligently perform such duties and exercise such powers in relation to the Business of the Company, including and not limited to administrative and logistic support and such other related duties as the **Software Engineer Trainee** may from time to time assign or vest in the Training, subject to compliance with applicable law;
 - (ii) in the discharge of such duties and in the exercise of such powers, observe and comply with all resolutions, directions and requests for information, explanation and assistance as may from time to time be made or given by the company;

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- 4.3 You will be provided with additional information about the objectives and policies, benefit programs, code of conduct ("**Code of Conduct**"), as amended from time to time and general employment conditions of the Company in due course. You shall at all times during the term of your employment with the Company be subject to the human resource and other policies of the Company as may be applicable from time to time. You will also be required to sign an acknowledgement that you have read, understood human resource policies and Code of Conduct of the Company and agree to honour the said terms.

5. Representations and Warranties

5.1 The Employee hereby represents and warrants to the Company as follows:

- (i) he/she has the relevant skill, know-how, qualifications, experience and expertise to perform his/her duties as **Software Engineer Trainee** in accordance with the terms of this Letter Agreement and has the full power, capacity and authority to execute, deliver and perform as per this Letter Agreement and has taken all necessary action to execute, deliver and perform his/her obligations under this Letter Agreement;
- (ii) this Letter Agreement has been duly executed and delivered by him/her and constitutes his/her legal valid and binding obligations, enforceable against him/her in accordance with its terms;
- (iii) the execution, delivery and performance by him/her of this Letter Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (a) any applicable law; or
 - (b) any order, judgment or decree applicable to it; or
 - (c) any term, condition, covenant, undertaking or other instrument to which he/she is a party or by which he/she is bound;
- (iv) that he/she is not bound by or subject to any court order or any other disability of any nature which may in any way restrict or prohibit you from accepting this or from performing duties and providing services on the terms and conditions contained herein. If at any time it emerges that the particulars provided by you are false/ incorrect, or if any material or relevant information has been suppressed or concealed, this appointment will be considered ineffective and irregular and would be liable to be terminated. This will be without prejudice to the right of the Company to initiate any legal proceedings against you for the same.

5.2 The Company hereby represents and warrants to the Trainee as follows:

- (i) it has full power and authority to enter into this Letter Agreement and to perform its obligations under this Letter Agreement;
- (ii) the execution and delivery of this Letter Agreement and the performance by it of its obligations under this Letter Agreement have been duly and validly authorized by all necessary corporate actions on the part of it.

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6. Governing Law, Dispute Resolution and Jurisdiction:

6.1 This Letter Agreement shall be governed by, interpreted and construed in accordance with the laws of India. Subject to the provisions of Clause 7.2 below, the Parties submit to the exclusive jurisdiction of the Courts of Haryana.

7. Miscellaneous:

7.1 This Letter Agreement constitutes the entire understanding between the Parties and supersedes all prior oral and written communications, offer letters and agreements between the Parties regarding the subject matter hereof.

7.2 You shall not be entitled nor have the right to assign or transfer any of your rights or obligations under this Letter Agreement. However, it is expressly agreed between the Parties that Company shall have the absolute right to assign all or some of its rights and obligations under this Letter Agreement to any of its nominees, affiliates, group companies, subsidiaries, or related entities. Any such assignment made by the Company shall be binding on you absolutely.

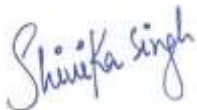
7.3 You shall not represent to third parties that the you are authorized or entitled to, execute or agree on behalf of the Company or bind the Company to any agreement (whether oral or written), instrument or document of any kind whatsoever.

7.4 If any provision embodied in this Letter Agreement appears to be legally invalid or null, the Parties will replace such provision, considering the nature and contents of this Letter Agreement, the way consensus is reached, the mutually known interests of both Parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any Party and approximates the meaning of the legally invalid provision as closely as possible.

7.5 Any modification or variation of the terms and conditions of this Letter Agreement may only be made by a written intimation issued by the Company.

We request you to kindly sign and return the enclosed copy of this Letter Agreement confirming your acceptance to the aforesaid terms and conditions.

Thanks & Regards



Shivika Singh

Human Resources



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