



Dated: 01-Aug-2025

KDL/EMP/KDL0414

Re: Employment Letter

Dear Alok Nagdev

We are pleased to inform you that your engagement with **Kadel Labs** has been converted from a **Consultant** to a **Full-Time Employee**.

Terms and conditions of employment, effective upon signing the agreement are mentioned below. Your annual remuneration with a detailed break-up is as per annexure-1.

Terms & Conditions of Employment:

1. **Leave Policy:** You will be entitled to the standard leave policy of the company post successful completion of the probation period.
2. **Travel Expenses:** The company bears all official travel expenses as per the company travel reimbursement policy, which is circulated and updated from time to time.
3. **Policies:** You will always be required to comply with the company's rules, regulations, policies, and procedures in the best interest of the company.
4. **Learning & Training:**
 - a. Company assignments need to update the computer software, systems, and procedures knowledge consistently as technology advances. To remain at the cutting edge of technology, regular learning and training are required for Company employees.
 - b. Company shall conduct such learning and training programs from time to time as deemed necessary to carry out the projects. Such training program attendance time may fall outside working hours.
5. **Confidentiality:**
 - a. You shall devote all your efforts to serve Company and you are not permitted to carry out any business for your own account or for the account of other employers either directly or indirectly, in any manner whatever, without written permission by Company management. You shall act in the best interest of the Company to the best of your ability and shall not do anything to prejudice the company at any time whether during or after your service under this agreement.
 - b. You shall not at any time whether during or post your service under this agreement disclose, divulge, make public, impart or make use of whatsoever that is deemed as company ownership for your own use or for any other purpose other than directed by or with the consent of Company management. Upon expiry or end of service with the Company, you shall handover to those persons nominated by Company management all efforts or belongings including all diaries, notes, records, accounts, notebooks, manuals, correspondence, and any other material (including computer software and records) whatsoever and any all-other confidential information.

Date



- c. Company job involves extensive usage of email and the internet. These tools' usage is strictly for the purpose of carrying out the duties. Any personal use is granted only by the Company management permission. Failing to do so shall be treated as a breach of agreement and Company management is free to decide a penalty to curb such misuse of the facility including but not limited to termination of services.
 - d. All email communication in Company is centrally saved and audited from time to time by an external agency. In case it is found that any type of company information is emailed other than official communication, then it is been treated as a severe offense. Penalty in such cases not only include termination but legal proceedings to recover the damage due to exporting/revealing company confidential data/information.
 - e. No Data or information of the Company can be copied/replicated/transferred by email without prior written permission of Company management.
 - f. During course of your employment, as you will or may have access to confidential information belonging to the Company, and if you have worked or associated in previous 6 months with a specific customer, you will seek and plan for full disclosure and joint approvals from Company's management and Company's Customer. You also agree that violation of the disclosure could lead to the Company being entitled to claim damages including cost of litigation and legal consultations from you.
 - g. During the employment, you will or may have access to confidential information belonging to the Company. It is mutually agreed that your relationship with the Company is one of confidence with respect to such information. The components of your remuneration package are strictly confidential and are not to be discussed with anyone other than the directors or designated members of the Company.
 - h. Breach of confidentiality can result in instant dismissal or disciplinary proceedings. These components are salary, superannuation sacrifice, salary arrangements, overtime (if applicable), bonus (if applicable) and professional or other memberships (if applicable).
6. **Base Location:**
- a. Your base location will be "**Bhopal**" and you will be required to report to this location for work.
 - b. Base location of employment shall be defined during recruitment. If management decides to allow you to work from home, the company has the right to revoke your privilege to work from home temporarily or permanently on basis of the client/ project deliverables. If your privilege is revoked, then the company may request you to attend the workplace to resume your normal duties. Employees working remotely are bound to work from their base location as and when requested.
 - c. Your services can be transferred to any of our branch offices or departments, whether situated in the same city or another city within the country, or to any of our associate companies. For all such within- the-country relocation cases, if required, we may consider restructuring your CTC based on your new location, on the sole discretion of Company management.
 - d. Abroad assignments will be handled separately depending upon the country of assignment. The company will offer a fair relocation payment in all such cases.
7. **Solicitation:** In order to protect the Company's legitimate business interests, including (without limitation) its interests in Proprietary Information, its substantial and near-permanent relationships with Clients, and its Client goodwill, you agree that during your employment with the Company, and continuing for two (02) years after the date your employment with the Company ends for any reason (including but not limited to voluntary termination by you or involuntary termination by the Company), you shall not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, work with the companies, clients, or vendors.
8. **Assets:** You are liable to safeguard the assets like the laptop, its accessories, mobile phone, or any other peripheral devices of the company provided to you during the employment. Intentional damage of the above assets may liable to re-pay the actual cost.

Date



9. Resignation:

- i. If you want to resign from the services of the company, due to any reason whatsoever, then you need to give an advance written notice to the company **30 days** prior to your actual date of leaving/resigning. This appointment can be terminated by giving **30 days'** notice on either side, or at the discretion of the management, by payment in lieu of a shortfall in this notice period [not applicable during the probation period]. The option to pay in lieu of notice is solely a decision of the management and is not available to the employee. **"During your notice period, management reserves the right to withhold 50% of your monthly salary and disburse the same as part of full and final settlement."** Breach of the notice period may lead to a deduction of pending dues based on management discretion.
- ii. If an employee fails to serve the notice period as stipulated in this agreement, they shall be liable to pay the salary equivalent to the remaining notice period days as a penalty to the company. It is hereby clarified that no buyout option shall be available for the notice period.

10. Termination:

- i. **Performance based-** Failure to meet or exceed the expectations based on PIP Plan or any display of gross misconduct will result in further disciplinary action, up to and including termination. In addition, if there is no significant improvement to indicate that the expectations and goals will be met within the timeline indicated in this PIP, his/her employment may be terminated after completion of this 30 days PIP. Also, failure to maintain performance expectations after the completion of the PIP may also result to the same.
- ii. **Punitive Termination-** If, at any stage of time, Company Management finds any of your intentional or unintentional act(s), which is harming or damaging Company interests then this appointment shall be terminated by immediate effect and necessary legal action can be taken against you. The primary reasons of Punitive Termination can be, but not limited to, as follows:
 - Breaking the "Company code of conduct": Harming Company brand image, team motivation, office discipline or similar acts Submitting incorrect or incomplete information or documents shall be subjected to disciplinary action, which can be up to the extent of terminating the employment. Punitive termination scenario would deem to be executed with immediate effect and not fall under two months' notice category.

Please be advised to sign on every page of this letter to and return the duplicate copy of this letter as the token of your acceptance of this appointment.

Yours sincerely,

Neha Soni

Authorized Signatory

KADEL LABS PRIVATE LIMITED

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I hereby accept the offer of employment and the terms and conditions as detailed above.

Date

**Anexure-1****Salary Details**

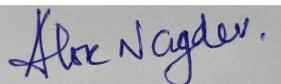
The detailed breakup is as follows:

Salary Component	Monthly	Annual
Fixed Salary (A)		
Basic Salary	57404.00	688849.00
House Rent Allowance	22962.00	275540.00
Leave Travelling Allowance	5740.00	68885.00
Special Allowance	28702.00	344424.00
Gross Fixed (A)	114808.00	1377698.00
Statuary Components(B)		
Provident Fund Employer	1800.00	21600.00
ESIC Employer (If applicable)	NA	NA
Sub Total (B)	1800.00	21600.00
Fixed CTC (A+B)	116608.00	1399298.00
Variable Components(C)		
#Sales Incentives (up to 100% of Gross)	00 - 0.00	00 - 0.00
Other Benefits (D)		
Gratuity	2392.00	28702.00
Medical Insurance	1000.00	12000.00
Sub Total (D)	3392.00	40702.00
Annual Cost to Company	1440000.00	
##Statuary Deductions (E)		
Provident Fund Employee Contribution	1800.00	21600.00
ESIC Employee Contribution (If applicable)	NA	NA
Sub Total(E)		
NET IN HAND (A-E) Monthly	113008.00	

Notes:

1. Statutory Employee Deductions (PF, ESIC, TDS, and Professional Tax, etc.) shall be made as per the central/state law prevalent.
2. Special allowance will not be eligible for pay-out for those months where the employee is on Maternity leave, Covid leaves of absence (More than 14 days), any Accidentals/Medical/ Sabbatical leaves as approved by the management.
3. Gratuity: Eligible on completion of 5 years of employment with the company.
4. The management reserves the rights to bifurcate the salary merging or bifurcating with any allowance/allowances, over a due course of time, if found necessary.
5. Company policies are subject to change solely as per discretion of the management.

Date


Signature