



EMPLOYMENT AGREEMENT

Strictly private and confidential Entered into between

Navicare Solutions Ltd, having its registered address at Temple Road, Riviere du Rempart, Mauritius and duly represented by Mr. Seeburn Senjeet on behalf of the company

(Herein after also referred to as "the Employer" or "the Company")

And

Nayan Shroff

Aadhar no. 9084 9307 9200

Pan no. OFBPS0523A

(Herein after referred to as "the Employee")

These facts stated, it is formally covenanted and agreed as follows:

1. EMPLOYMENT PARTICULARS

Employment conditions

The Employer hereby offers Mr. Nayan Shroff who accepts employment in a permanent capacity as Operations Associate within Navicare Solutions Ltd effective the 1 September 2021.

Hours of Work

The Employee will be required to work for a minimum of 45 hours per week according to the business requirements. The employee, depending on the exigencies of the duties, may be required to work overtime and same will be advised in advance by the employer or agreed between both parties in the event of short notice.

Effective Date

The Present Employment Agreement shall take effect as from 1 September 2021.

Scheme of Duties

The Employee shall faithfully discharge all duties and tasks, which shall be assigned to him by the Employer, according to the instructions and directions given to him by any person designated by the Employer.

The Employee hereby agrees that in the course of the performance of his duties, he shall, upon request of the Employer, be called to perform other cognate duties that may reasonably be expected of him. The Employee shall adhere to the Employer's organisation chart and at all times follow the instructions given to him by the Employer and any person designated by the Employer.

2. REMUNERATION PACKAGE

Salary

The Employee shall be entitled to a monthly salary of INR 20,000, payable in arrears on the first working day of each month. Should the regular payment date fall on a weekend or public holiday, the Employer shall pay the salary on the last working day before the said day.

The Employee's salary will be reviewed after a period of 3 months with the performance appraisal process.

The Employee's salary shall be adjusted with a change in the conditions as per specified above.

Benefits

The Employee shall be granted an annual bonus at the Company's Discretion which will be payable on twentieth day of the December month.

3. LEAVES

Public holidays

The Employee will be entitled to 12 official public holidays on a yearly basis per the Indian Calendar. It will be at the discretion of the Employer to grant the Employee public holidays as per the Mauritian calendar.

Annual leave

As an employee in a permanent capacity, the annual leave entitlement is 22 working days provided the employee remains in continuous employment with the same employer for a period of 12 consecutive months.

As an employee in a permanent capacity, should the employee remain in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer, to one day's annual leave up to a maximum of 6 days' annual leave.

Sick leave

As an employee in a permanent capacity, the annual sick leave on full pay entitlement is 15 working days provided the employee remains in continuous employment with the same employer for a period of 12 consecutive months.

4. TERMINATION OF EMPLOYMENT

This contract of employment may be terminated only on notice of not less than one month or otherwise upon agreement with the employer.

5. SET OFF

The Employer may not deduct any monies from the Employee's salary unless the employee has agreed thereto in this contract or in writing on each occasion.

6. RESTRICTIVE COVENANTS

Trade secrets/confidentiality

The Employee undertakes, without prejudice to any general duty of confidentiality, not to disclose during the continuance of this contract or afterwards, any of the trade secrets of the Employer or any information which is confidential to the Employer's business. Trade secrets include the following, which list will not be regarded as exhaustive man-hour tariffs, logistic techniques, proposal contents, client contacts, etc.

The Employee further undertakes immediately after the termination of his/her services to hand over to the Employer all documentation and data in his /her possession belonging to the Employer, whether in hard copy, contained on computer disc or any other recording medium, including documents made by him in the course of his employment. The aforementioned implies that any copy, abstract, or any precis of any document belonging to the Employer made by the Employee or any other person shall itself belong to the Employer.

The Employee will not be liable to the Employer for information divulged in terms of legislation or a court order compelling him to do so.

Restraint of trade

The Employee may not for a period of 1 year from the date of termination of this contract, whether on his own behalf or on the behalf of any other person, close corporation, partnership or company

solicit custom from, deal with or supply any person, close corporation, partnership or company with whom the Employer dealt at any time during his employment.

This limitation of trade is restricted to the nature of the Employer's business, products and services.

This limitation can be waived should both parties so agree.

Exclusive service

The appointment under this contract is a permanent appointment and the Employee shall devote his full commitment, energy and attention to the Employer's business.

The Employee shall not at any time during the continuance of this contract be directly or indirectly engaged, concerned or interested, whether for reward or otherwise, in any other trade, business or profession without the explicit written consent of the employer.

Policies, grievance and disciplinary procedure

The Employee will be subject to the company's disciplinary procedure, code of conduct and policies as determined and amended from time to time. Grievances or problems can be raised through the stipulated internal communication channels.

General

Any changes to this agreement will only be valid if they are in writing and have been agreed upon and signed by both parties.

7. GOVERNING LAW

The Present Agreement shall be governed by the Laws of the Republic of Mauritius and all disputes shall be submitted to the jurisdiction of the Courts of the Republic of Mauritius.

In the Present Agreement, the masculine includes the feminine and vice versa.

In the case where any conditions laid down in the above document is in contradiction with any laws of the country, the enacted law will prevail. This applies for the individual taxation element where the employee is responsible for the faithful and lawful declaration of their income and payment of taxes applicable in their country of residence.

Thus, done and signed on 30 August 2021.

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The Employer


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The Employee