



AIDETIC SOFTWARE PVT. LTD

CIN - U72900OR2018PTC029345
Regd. Office Address: 107/2445,
Sishupalgarh Bhubaneswar - 751002
Odisha, India

CONFIDENTIAL

10th July 2024

Mr. Shivam Singh,

We are pleased to extend to you an offer for a position of **Data Scientist II** with **Aidetic Software Pvt. Ltd.** at our Bengaluru office. We hope that you give this opportunity serious consideration. "Company" for all-purpose in this document will mean "**Aidetic Software Pvt. Ltd.**"

Salary: Your CTC (Cost to Company) will be INR **13,00,000** (Thirteen Lakh Rupees only).

The breakup of the compensation and benefits applicable to you is as per Annexure-1, enclosed with the Offer Letter. Your individual compensation is strictly between yourself and the Company. This information and any changes made therein should be treated as personal and confidential and should not be shared with other employees under any circumstances.

Provident Fund: You will be enrolled in a Provident Fund account. The primary objective of this program is to provide long-term financial security for you while reducing current tax exposure. Personal contributions to the account of up to 12% of basic salary or Rs. 1800 per month will be deducted from your gross salary; Company will make matching contributions to your PF account.

Starting Date and Formalities: Your initial place of posting will be **Work From Home** from **11th July 2024 to 14th July 2024**. You are expected to join the Bangalore office from **15th July 2024**. This would be contingent on your current employment agreement. Aidetic employees may be deputed/transferred to any other location or office of the company or its partners, customers, or affiliates based on business requirements.

Annual Leaves, Holidays, and Sick Leaves: We provide 21 paid leaves annually. In addition, 13 paid holidays, 7 paid emergency (unplanned/sick) leaves and 12 menstrual leave. Annual leaves' calendar will be applicable from January to December (Calendar Year). Any accrued annual paid leave balance is encashed each January.

All employees are entitled to annual leave from the DOJ on a pro-rata basis (2 days per month up to 21 leaves). As part of annual leave, employees can take a leave on their birthday (part of 13 paid holidays), subject to the approval of the reporting manager. In case an employee's birthday is on a non-working day or a holiday, no other day can be taken as birthday leave in lieu thereof.

Following are the terms and conditions associated with your employment.

1. You're expected to practice non-disclosure about the project details at all times. Aidetic treats non-disclosure clauses very seriously. A non-disclosure agreement (NDA) will follow soon in this regard.
2. Your employment is contingent upon background checks including verification of your application materials, education, employment history, and ability to work for the Company without restriction (i.e. without any non-compete obligations or other restrictive clauses with any previous employer).
3. If any information provided by you in your application for employment or during the selection process, whether with the Company or your predecessor employer, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
4. It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details, etc.).
5. Your designation may be changed at the discretion of the Company depending on the work assigned to you.
6. You will be entitled to take leave as per your manager's prior approval and based on the current or any future changes to the company's leave policy.
7. The notice period for separating from the company is based on management's discretion and will not exceed 60 days from the written notification of resignation.
8. During your employment period, to enable you to complete your duties efficiently, the Company may invest in you in the form of specialized and/or certified training. If you wish to separate from the company after undergoing the training, the Company has the right to recover any and all expenses related to your training including and not limited to the associated expenses.
9. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
10. Upon your resignation or retirement from the Company or termination of your services in any manner, you are required to return all assets and property of the Company such as documents, machines, data, files, books, etc. (including but not limited to leased properties).
11. If you are absent for a continuous period of 3 working days without obtaining your manager's approval, Company may construe this as an act of abandonment and lead to your services being terminated without

notice. In such eventuality, the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, upskilling, or on-the-job training imparted by the Company or damages suffered by Company, if any.

12. During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.
13. You will not undertake business with any other company (full-time or part-time) during the period of your employment with this company.
14. During the course of your employment with this Company, If you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the assets to this Company prior to you ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said assets so provided by the Company are not returned or not returned in good/working condition to the Company, apart from the Company's right to proceed against you as per the applicable law.
15. You shall surrender all the records, correspondence, and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.
16. In the first 6 months of employment, the Company reserves the right to terminate the employment with a 15 day notice period if expectations are not met or guidelines are violated.
17. All the rights to the software or any component thereof that the candidate works on are reserved for the Company.
18. You shall not reveal any detail related to any project that he/she works on during the employment period to any external entity (who is not a part of Aidetic).
19. You are not entitled to take any "Work From Home" option policy for 6 months from joining. However the approval from your business manager/Founders can be taken in lieu under special conditions.
20. During the term of employment and for a period of one year following termination, the Employee agrees not to directly or indirectly solicit or attempt to solicit any clients, customers, or business from Aidetic Corporation, or provide services to any clients or customers of Aidetic Corporation, without prior written consent from Aidetic Corporation. Any such recruitment activities require the prior signing of a consent form provided by Aidetic Corporation.

The benefits as outlined in the annexure are subject to change at the Company's discretion.

If you are willing to accept this offer of employment subject to the terms and conditions specified above, you may kindly confirm your acceptance by signing and returning the duplicate copy of this letter by **10th July 2024**, failing which, this offer will stand automatically withdrawn.

Non-Disparagement : During the employment term as well as 12 months following employment term, the candidate will take no action or make statements which are intended, or would reasonably be expected, to materially harm the Company, any affiliate of the Company, their respective businesses, officers, directors, or employees, harm the reputation of any of the foregoing office bearers, management group or entities or personas, or which would reasonably be expected to lead to unwanted or unfavorable publicity to any of the foregoing persons or entities.

We hope that you have a great experience working with us and gain myriad skills in the process.

All the best!

Regards,



Mehul Jain

Co-founder and CTO

Aidetic Software Pvt. Ltd.

I, Shivam Singh, have read each and every part of the offer letter carefully. I have no objection whatsoever with the terms of employment. I promise to abide by the guidelines that Aidetic Software Pvt. Ltd. has set for my employment period.

Signature of the candidate Shivam Singh

Date: 10/07/2024

Place: Basti

ANNEXURE-1


Salary Break-up Detail

Aidetic will provide an **Annual package of Rs. 13,00,000/-** Your salary is payable at the end of every month via bank transfer after deduction of stipulated TDS as per Government of India norms. NOTE: The TDS calculated here is tentative and is subject to change depending on your tax preferences which you can update later on.

Salary Breakdown

CTC	1,300,000.00
Basic	₹650,000
HRA	₹325,000
LTA	₹42,000
Telephone Expenses	₹12,000
Special Allowance	₹271,000
Gross CTC	₹1,300,000
PF Employee	₹21,600
PF Employer	₹21,600
TDS Per Annum	₹188,260
Professional Tax	₹2,500
In Hand Salary Per Annum	₹1,066,040
In Hand Salary Per Month	₹88,837

Regards,



Mehul Jain

Co-founder and CTO

Aidetic Software Pvt. Ltd.

Signature of the candidate: Shivam Singh

Name of the Candidate: Shivam Singh

Date: 10/07/2024

ANNEXURE-2

EMPLOYMENT CONTRACT

This agreement is made and executed on this _____ day of _____ at _____.

By and Between

Aidetic Software Private Limited, through its Director Mr. Mehul Jain, 107/2445, Sishupalgarh, Sishupal, Old Town Bhubaneswar, Odisha - 751002, (hereinafter called the "COMPANY", which expression shall include its heirs, legal representatives, successors and assigns)

AND

_____, (hereinafter called the "EMPLOYEE", which expression shall include its legal representatives, successors and assigns).

WHEREAS the Company has offered vide its Offer Letter dated _____, employment to Mr./Mrs. _____ at the post/position of _____ on the below-mentioned terms and conditions.

WHEREAS the Employee has accepted the Offer letter of the Company agreeing to the below-mentioned terms and conditions.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Employee (collectively the "Parties") covenant and agree as follows:

1. Duties and Responsibilities

a) You agree that at all times during your employment with the Company, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your

position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of the Company's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

2. Place of Employment

You will be employed at any one of the Company's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to the Company's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.

b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.

c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.

d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.

e) You shall be governed by the Company's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.

f) You will not make any false, defamatory or disparaging statements about the Company, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.

g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

5. Data Protection

By signing below,

a) you hereby provide your consent to the Company, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,

b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by the Company in India and any other countries where the Company, its affiliates and their clients have offices,

c) you agree that the Company and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,

d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and

e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

6. Work Schedule

a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on

the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

7. Background Check

Your employment with the Company is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report. The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

i. IP Assignment Agreement

ii. Code of Business Ethics

iii. Acceptable Use Policy and Social Media Policy

iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility to stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination of your employment without notice period.

9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with the Company and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function),

(a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment,

(b) solicit business from competitor(s) or client(s) of the Company or

(c) be employed or engaged with any competitor(s), or

(d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your

act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

13. Unauthorized Absence

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 60 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 60 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the

Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offense involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

17. Survival

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

18. Dispute Resolution

All Disputes arising out of this Contract shall be referred to Arbitration in accordance with the provisions of the *Arbitration and Conciliation Act, 1996*.

The arbitral tribunal shall consist of a Sole Arbitrator to be appointed upon mutual consent of the Parties. If no agreement could be reached on the appointment of the Sole Arbitrator within a reasonable period i.e maximum of one month of submitting the proposal, then the Parties shall resort to the remedy provided for in the *Arbitration & Conciliation Act, 1996*.

The place of the arbitration shall be Bhubaneswar, Orissa and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs. Both the parties shall bear the fees of the arbitrator equally.

The award of the arbitral tribunal shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitral tribunal shall state reasons for its findings and the award shall be substantiated in writing. The Parties agree to be bound by the decision thereby and to act accordingly.

19. Exclusive Jurisdiction Clause

The Parties agree that the courts in Bhubaneswar, Orissa only and the High Court of Orissa only shall have jurisdiction over any action or proceeding arising under the Agreement.

20. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is

IN WITNESS WHEREOF the parties hereto have executed these presents on the _____ day of _____ at _____.

Company
Through its Director

Employee

WITNESSES:

1. _____

Name –

Address –

2. _____

Name –

Address -