



Strictly Private and Confidential

21st-June-2023

Aditya Ashish Sakpal

Gurgaon

Subject: Offer of Employment ("Offer")

Dear Aditya,

This is with respect to your application and the subsequent rounds of discussions you had with us. We are pleased to extend an Offer to join in HftSolution (hereafter referred to as 'Company') as **(Intern AI/Software developer)**

This letter officially confirms the offered terms of employment with the Company.

Your employment with the Company will be governed by the below Terms of Employment. You are required to carefully read and understand these Terms of Employment as a part of accepting this Offer.

As further detailed in the Terms of Employment, this Offer and your employment with the Company is subject to satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after the effective start date of your employment.

Acceptance and Commencement

Based on discussions so far you have confirmed that you will be able to join the Company on **22nd - June-2023**. Request you to send an email to bhavishyagoyal@hftsolution.com in response to this Offer to confirm your date of joining.

By accepting this Offer, you expressly agree that you will join on the Aforementioned date, unless otherwise agreed to in writing with the Company. Any request for change in date of joining must be sent to bhavishyagoyal@hftsolution.com at least 1 days prior to your date of joining as provided earlier.

Please contact us immediately if you require an alternate joining date.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities

COMPENSATION & BENEFITS

In your internship you would entitle for 8k/month.

TERMS OF EMPLOYMENT

1. You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.
2. Company may terminate your employment upon five (5) calendar days' notice to you in lieu of giving such notice, with or without cause, and with or without stating any reasons whatsoever. After your confirmation it would be **30-day notice** period.
3. The roles, responsibilities, and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors, and clients.
4. You may be required to work on a shift basis. Shifts maybe scheduled across twenty-four (24) hours a day, seven (5) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. Company may, at any time and in its sole discretion, change the shift timings upon notice to you.
5. Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day upon notice to you.
6. Your compensation will be reviewed on an annual basis and your salary maybe adjusted, depending upon various factors, including your performance during the preceding performance period.
7. "Confidential Information "means any proprietary or confidential information, work product(whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or knowhow, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent

applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available

8. You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute nondisclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information. During the term of your employment and thereafter, you shall:
- (a) hold the Confidential Information in the strictest confidence.
 - (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;
 - (c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company.
 - (d) give prompt notice to Company of any actual or attempted unauthorised use or disclosure of the Confidential Information; and
 - (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment.

9. All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to HftSolution or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against HftSolution and its affiliates and their employees, contractors or clients with respect to such rights and grant to HftSolution and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.

You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably



designate and appoint Company and its duly authorised officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.

You warrant that your employment Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to. You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with 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 the effective start date at the Company. You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise. You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships. I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms. I hereby represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships.

Yours sincerely,

Bhavishya Goyal

HftSolution