

08th January 2024

**Prajapati Dhruvil Alpeshkumar**  
A1, Bhumi Bungalows, Near-Chaveli Nagar,  
Aerodram Road, Mehsana  
Gujarat 384002

Dear Dhruvil Prajapati,

**Subject: Appointment letter for the position of Software Trainee**

We are pleased to offer you the position of **Software Trainee** with **Wappnet Systems Pvt. Ltd.** You are required to join an internship on or before **8th January 2024**. You shall be a part of the **Software Development Team**, based at Ahmedabad initially and shall be governed by the terms and conditions of this document ("**Appointment Letter**" or "**Agreement**"). As a part of the Orientation/Induction program, please report to the Head office in Ahmedabad at 10 AM on the date of joining.

### **1. Internship Period**

You will be working as an intern with the Company for initial 6 months from the date of joining and the internship period may be extended based on your performance at the discretion of the Company. Unless confirmed in writing by the Company, you shall be deemed on internship after the expiry of the initial or extended period of internship. In case, your performance is not meeting the expectations, your internship may be liable to be terminated without any notice during the initial or extended period of internship. In case of any pre-approved extended leaves, the internship period will be extended by the same duration. Further, on the basis of your performance the Company may provide you a full time employment opportunity subject to the terms and conditions.

### **2. Working Hours and location**

The Company works in a 24\*7 environment, and accordingly your shift timings will be based on process / program requirements from time to time. In view of the project-based nature of the activities, which must often be carried out at the client's location, You will not have a fixed work location. Depending on your position, it may be that although you have a fixed work location, his or her work will be performed mainly at another location to be designated by the Company. Initially you shall be posted at Ahmedabad only. However, the management at its discretion may transfer you to any of the branch, client's place or subsidiary or affiliates of the Company and assign additional responsibilities depending on the prevailing situation and



circumstances without any additional remuneration. When required to work in the new location during your normal working hours, no additional payment will be made for such work. It will be your responsibility to make arrangements for your residential accommodation/other arrangements, if any. The Management may change your role & responsibility for work, at its discretion as it may consider necessary from time to time.

### **3. Training**

The Company is engaged in the business of Business Process Re-engineering, ERP Consulting, ERP Customization, ERP Implementation and Information Technology of all kinds and has tie up with the best of technology providers across the world. The expertise of the above problem solving techniques, consulting, implementation, customization, information technology development and effective use of high end technology tools can be acquired mainly through induction, classroom like conceptual training, project/software/business specific learnings, training of standard operating procedures, technical training through hands on, training through external agencies (if required), in house exam cum certification, on job grooming and well-rounded professional grooming ("Training and Grooming"). During the tenure of your internship, you will be imparted training and grooming to suit our requirement to handle the projects. Training and Grooming involves substantial expenditure, both direct and indirect, financial expenses related to faculty, efforts and time of senior personnel for grooming, training materials, computer time, electricity, physical infrastructure for training, high speed internet facilities, licensed software development tools, evaluation/test facilities, evaluators or learning management system, certifications and related support facilities. The training and grooming substantially and continuously improves your technical, managerial and professional standing from a normal to a well-trained and groomed professional. Such training and grooming requires considerable expenditure as an investment on the Company's part. The company will conduct a performance review meeting on a monthly basis in order to manage assigned responsibilities and make necessary changes in the training program if required.

### **4. Stipend During internship**

You will be paid the stipend of **INR 42,000/-** subject to applicable deductions. Further, upon commencement of the employment, your annual **CTC will be INR 3,96,000/-**, which shall be paid on a monthly basis subject to applicable deductions. The stipend will be paid on the completion of one-and-a-half year of employment with the Company by way of an online transfer in your bank account. For the sake of clarity, if the internship period commences from 8th January, 2024 till 7th July, 2024 and your full time employment commences on 8th July, 2024 and you continue to work with the Company till 7th July, 2025 then only you will be eligible for the aggregate Stipend along with the refund of the interest free deposit which will be paid in the salary of January, 2026. The management reserves the right to bifurcate the Stipend merging or bifurcating with any other allowance/allowances. The structure of the



Stipend is subject to change by the management of the Company from time to time at its sole discretion due to recession, any change in law, slowdown in economy etc. All the payments will be subject to deduction of taxes at source in accordance with the applicable laws.

The Company is obligated to deduct income tax at source as per provision of Income Tax Act, Rules/ other applicable laws. Accordingly, you are required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of noncompliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from your Stipend or other payments and you shall allow the company to comply with these requirements without objection.

#### **5. Breach of terms**

You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your internship/ employment, and you agree that they are necessary for the protection and maintenance of the Company and its business. You unconditionally agree that, in case if you leave the Company during the internship and within one year of employment term, post the completion of the internship, in such cases the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under law against you and (b) forfeit the interest free deposit given by you without any further notice and liability.

The company spends a substantial amount of money on the training of the Intern. As a result thereof, You have submitted an interest free deposit of amount INR 35,000/- ( INR Thirty Five Thousand only) towards liquidated damages via a **Cheque No. 975008 of SBI, Mehsana Branch**. Further, You agree and understand that the expenditure involved with respect to the Training and Grooming is in excess of the reasonable amount for liquidated damages required to be paid by you.

The interest free deposit will be returned to you if you complete the minimum duration as agreed between the Parties as more particularly specified under clause 4 of the Agreement.

#### **6. Professional Commitment**

You will be governed by the rules, regulations and other policies of the Company as may be applicable, enforced, amended or altered from time to time by the Company during the course of your internship/ employment. You are required to comply with the above rules, regulations and other policies of the Company, which shall be communicated to you upon your joining of the Company. These include those related to non-discrimination, sexual harassment, confidentiality and non-disclosure, board memberships and inside information. Such rules, regulations and



other policies shall be available with the HR department and you are expected to keep yourself apprised of the same from time to time. Also, such rules, regulations and other policies shall always be deemed to be an integral part of the Agreement.

You shall in the discharge of duties confirm to and comply with all the rules and regulations of the Company and applicable laws, and shall not do or supposed to be done anything against the interest of the Company.

You shall, during the said term, employ efficiently and diligently and to the best of the ability and shall devote whole time & attention to the Company and generally carry out duties and work as assigned to you and shall obey and comply with all lawful orders and directions given to you by your senior, HODs and the Management. You shall honestly, diligently and faithfully serve the Company and use utmost endeavour to promote the interest of the Company.

#### **7. Alternative Internship/ employment**

You shall not during the period of internship/ employment work directly or indirectly in any trade or business either as employer, Intern, partner, adviser, or freelancer or in any other capacity which includes but is not limited to honorary capacity. Further, during the course of your internship/ employment, you shall not apply or seek employment elsewhere without the permission from the Management on the ground of your dealing with Company's confidential information and sensitive IT projects, and in case it is so detected about your seeking of employment, it will amount to breach of trust on your part.

You shall not contact any client of Company for your personal reasons, personal business or any other purpose in future unless communicated to Company in writing and acknowledged. Also, you are not allowed to add clients data (company name, contact number, email address, skype address or any kind of personal and professional data and other communication details) in your private devices.

#### **8. Intellectual Property Rights**

It is expressly provided that the rights, title, interest and ownership in all the Intellectual Property Rights provided by the Company and its subsidiaries to you and/or made available by and from the Company and its subsidiaries during the term of this Agreement with the Company including any processes, inventions and/or any other intellectual property rights developed and/or generated by you during the performance of the Services in the normal course of his duties shall always solely and legally be vested in the Company and / or its subsidiaries, as the case may be, and to the extent that any such rights do not vest with the Company or its subsidiaries, automatically as per the terms above or through operation of law, you hereby unequivocally, unconditionally and irrevocably assigns to the Company or its subsidiaries, as the case may be, in consideration of the Intern's Internship/ employment with the Company which





constitutes valid and adequate consideration, all rights and interest in the Intellectual Property rights generated by you during his Internship/ employment with the Company and during the performance of the Services and also agrees to perform all acts, including execution of any documents that may be required by the Company to file, register such Intellectual Property Rights in the Company's name and provide assistance in legal proceedings that are necessary to establish or defend the ownership and/or rights of the Company or its subsidiaries, as the case may be, in the Intellectual Property Rights in any country. This assignment shall survive the termination or cancellation of this Agreement regardless of the method or manner in which it was terminated or cancelled and shall be binding upon his heirs and legal representatives.

- a. It is expressly provided that you shall not do anything by act or omission, which would impair and/or adversely affect Company's or its subsidiaries rights, ownership and title in its Intellectual Property Rights.
- b. You agree and understand that any and all copyrightable works that are prepared by you, within the scope of service, is "work for hire" under Applicable Law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the first owner of the Intellectual Property Rights created by the Intern, the copyright and all related rights, title and interest in all such Intellectual Property is irrevocably assigned by you to the Company and/or its subsidiaries in consideration of the Internship/ employment with the Company which constitutes valid and adequate consideration. You hereby waive any right to and agrees that he shall not raise any objection or claims to the Indian Copyright Board with respect to the ownership of the Intellectual Property Rights, under the provisions of Section 19(A) of India's Copyright Act, 1957. It is further agreed between the Parties that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the assignment under this Agreement shall not lapse nor the rights transferred therein revert to the Intern, even if the Company does not exercise the rights under this Agreement within a period of one (1) year from the date the assignment becomes effective. All such assignments shall be valid anywhere in the world, and shall include all registrations and applications related to assignment and analogous rights thereto anywhere in the world. You undertake and agrees to execute confirmations of such assignments and any other documents that may be requested by the Company in connection with the Intellectual Property. You agree that he will not be entitled to claim any right, title or interest therein, and expressly waive any moral rights he may have therein.
- c. You hereby represents and warrants that, where any intellectual property is being created by you in the course of the Internship/ employment with the Company, he shall not knowingly use or integrate any third party materials or data that are not validly licensed to the Company into intellectual property unless previously authorized by the Company. You represents and warrants that you have not knowingly violated any Intellectual Property Rights of any third party in the course of the Internship/ employment with the Company, and covenants that You shall not knowingly violate the Intellectual Property Rights of any third party in the course of Internship/ employment with the Company.



## **9. Confidentiality**

- a. You are being hired in a position of trust and confidence with the Company and will in the course of his Internship/ employment with the Company, be exposed to various items of secret and Confidential Information that is proprietary to the Company and/or its subsidiaries. During the course of the Internship/ employment with the Company, it is likely that he will come into possession of or become familiar (whether disclosed orally, visually, in writing or howsoever) with information of the Company and/or its subsidiaries which are of a confidential nature, and is disclosed to, created by, or obtained by the Company and/or its subsidiaries and/or you, whether (without limitation) in graphic, written, electronic or machine readable form, oral or intangible, and whether or not the information is expressly stated to be confidential or marked as such. Confidential Information includes, but is not limited to information of value or significance to the Company or its subsidiaries or its competitors (present or potential) such as:
- i. customer intellectual property, customer data, any Company data, any subsidiary data, in particular, names, addresses, sales figures and sales conditions of the Company and/or its subsidiaries and their present or prospective clients;
  - ii. business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements, pricing and other commercial terms, terms and conditions of contracts and transactions between the customers/vendors and the Company/ its subsidiaries, and/ or any information directly or incidentally connected to any Intellectual Property;
  - iii. any data, documents, plans, drawings, photographs, reports, statements correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies including papers and documents, computer floppies, compact discs or other media containing the same;
    - a) any information which may be reasonably understood by its nature, or by the context of its disclosure to / by the Company and/or its subsidiaries, to be confidential;
    - b) financial data, in particular, concerning budgets, fees and revenue calculations, sales figures, financial statements, profit expectations and inventories of the Company and/or its subsidiaries;
    - c) original information supplied by the Company and/or its subsidiaries or information or intellectual property of third parties which the Company and/or its subsidiaries is obligated to keep confidential; and
    - d) information not known to the Company's and/or its subsidiaries' competitors nor intended by the Company and/or its subsidiaries for general dissemination.
- b. You hereby agrees and undertakes that he shall maintain strict confidentiality of the Confidential Information and will not disclose or use the any Confidential Information except (i) for the benefit of the Company and/or its subsidiaries to the extent necessary to



perform his obligations to the Company, in the course of his Internship/ employment or as may be authorized by the Company (ii) disclosure is required by judicial or administrative procedures or in the opinion of his counsel, by other requirements of law, or by any governmental or regulatory authority in order to comply with any official directive or guideline, having the force of law; (iii) disclosure is required to be made to the bankers or investors or potential investors or to any regulatory agencies as part of a qualified initial public offering; (iv) such confidential information can be demonstrated by you to be in the public domain through no breach or default on his part, and to the extent that it is in the public domain the confidentiality obligations in this Clause shall cease to apply to such Confidential Information. Subject to above, you undertakes that he shall not disclose the Confidential Information to any person at any time during or after his Internship/ employment with the Company without the prior written approval of the Company. You further agree that he shall not claim or represent that he has any interest by way of ownership, assignment or otherwise in the same.

- c. You shall, upon request or upon the termination of his Internship relationship with the Company howsoever occurring, promptly return to the Company all materials, writings, equipment, models, mechanisms, and the like obtained from or through the Company and/or its subsidiaries, including, but not limited to, all Confidential Information, all of which You acknowledges is the sole and exclusive property of the Company and/or its subsidiaries. Further, You will not remove or transmit by any means from the Company or take with him any of the Company's and/or its subsidiaries' property, including the Confidential Information or intellectual property rights that are embodied in any tangible medium of expression.
- d. To the extent the Confidential Information cannot be returned, it shall be destroyed or otherwise rendered unusable, by the Intern. You further agree that any property situated on the Company's and/or its subsidiaries' premises and owned by the Company and/or its subsidiaries, including computers, computer files, e-mail, voicemail, disks and other electronic storage media, filing cabinets or other work areas, is subject to inspection by Company personnel, authorized by the Board.
- e. Further, the confidentiality obligations shall be binding on You from hereof and shall survive the expiry/termination/cancellation of the Agreement.
- f. In addition to this clause, upon request by the Client of the Company, You shall be required to enter into a Non Disclosure Agreement with the Client which shall be a binding document.

#### **10. Notice Period**

- a. Your employment / internship will be governed by Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your internship/ employment



with a notice of 60 days. This, in no way, limits the Company's right to terminate your internship/ employment without notice in the event of serious misconduct which include, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also reserves the right to terminate your internship/ employment without cause, with a notice of 60 days.

- b. If you wish to terminate your employment with the Company, you shall be required to serve a minimum of 60 days notice or pay proportionate basic salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may however, in its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.
- c. On termination of internship/ employment you shall immediately:
  - a) Deliver to the Company or as may be directed, all Confidential Information; and
  - b) Return to the Company all equipment, security keys, and other property belonging to the Company. In case if you fail to submit any company property, the proportion amount shall be deducted from the full and final settlement amount.
  - c) The employee agrees that in the event of any termination of his/her employment with the employer for any reason, within 9 (nine) months from the date of commencement of employment with the Company, the employee shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for the employee towards additional benefits. Employee agrees that in the event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the employee post termination in addition to its rights to proceed with recovery claims against such employee if the amount is not fully recovered when due at the cost of the employee.

Your full and final settlement amount will be paid by the Company in the next payroll cycle after 1 month from your last working day in the organisation by way of a cheque.

#### **11. Leave Entitlement**

Your leave entitlement shall be as per the policies of the Company formulated from time to time. Absence for a continuous period of six days without prior approval of your superior (including overstay of leave / training), would automatically terminate your internship/ employment without any notice or intimation unless the Management communicates in writing to the contrary. If you wish to go on an extended long leave due to any medical reasons or on any such other grounds with prior written approval of your manager, in such case the Company reserves absolute right to increase the duration of internship period by those many days.





**12. Representations, Warranties & Code of Conduct**

By signing this letter, you are representing to the Company that

- a. Your acceptance of this offer and agreeing to the internship with the Company under these terms will not conflict with, violate or constitute a breach of any other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of internship.
- b. You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company or participate in recruiting or staffing efforts on behalf of the Company.
- c. For the purpose of performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary and trade secret information obtained as a result of any prior Internship of yours.
- d. You have provided the Company with full and accurate documentation as requested by the Company. The information about yourself which you will provide (and/ or have provided) as per Annexure 1 is true, accurate and complete, and you haven't refrained from disclosing any other relevant information which is material in this context.
- e. Company has its Code of Conduct Policy which covers obligations of interns during the course of internship and even after the cessation of services. The code of conduct policy is available on the company portal and you are expected to adhere to the same. Any violation of Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the internship.

**13. General Terms**

- a. This agreement constitutes the entire agreement between you and the Company with respect to your internship, employment and supersedes any prior understandings and agreements between you and the Company hereto with respect to your internship. It may not be altered without written agreement signed by you and the Company.
- b. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitably amended in such a way as to obey the respective legal provision, and shall then be applicable to this Agreement in such amended form, content and spirit.

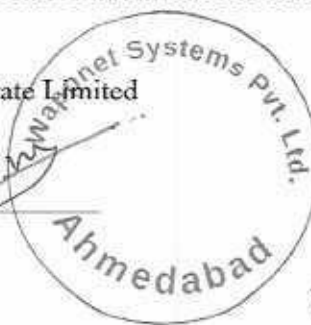


- c. You shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Company may, at any time, reasonably require for effectively carrying out or better evidencing or perfecting the full intent and meaning of this Agreement.
- d. You would be required to submit the documents as per Annexure - I at the time of joining. This offer is contingent upon the satisfactory completion of background investigations including Internship history and personal references.
- e. All disputes arising in connection with this Appointment letter shall be settled, if possible, by amicable negotiation of the parties. If the matter is not resolved by amicable negotiations within twenty (20) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Managing partner/partner-in-charge of the Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration shall be held at Ahmedabad. The arbitration proceedings shall be conducted in the English language. The arbitrator will be required to make the award within two (2) months of entering upon the reference unless the time is extended for justifiable reasons. The award rendered by the arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction at Ahmedabad. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be as per the award.
- f. In case of any dispute, the jurisdiction of Ahmedabad will be considered as a place where cause of action shall be deemed to have arisen.

We look forward to having you contribute to our business growth and wish you all the best in your new assignment. Please return us a signed copy of this letter as a token of your acceptance to the above offer. Do not hesitate to call us, if you have any questions.

Yours truly,  
For Wappnet Systems Private Limited

Signature: \_\_\_\_\_



**Received and Accepted by**

Name: Pragya Dhanil Alpashkumars

Date: 08/07/2024



Signature

**Annexure - I**  
**(Documents Checklist)**

You are requested to get with you the following documents, as applicable, on the day of joining to enable us to complete your joining formalities:

- 1) A copy of accepted appointment Letter
- 2) 2 passport size photographs
- 3) PAN number & photocopy of PAN card (mandatory)
- 4) Your professional and academic qualification certificate(s) - 10th standard onwards
- 5) Copy of current and permanent residential proof - (Utility bills **OR** property tax bill).
- 6) Saving bank account details (passbook first-page copy with all the details)
- 7) Internship completion certificate from the previous company.
- 8) Previous/Latest semester marksheet (University authenticated) (Copy and original both)
- 9) 10th and 12th marksheets and degree marksheets & certificates.
- 10) Covid Vaccination Certificate (Necessary)

Please note that your joining formalities will not be completed in case you do not handover all your credentials / documents mentioned above.

