

**Morphedo Technologies Pvt. Ltd.**

[www.morphedo.com](http://www.morphedo.com)

[info@morphedo.com](mailto:info@morphedo.com)

+91 8929946500, +91 1204130073

CIN: U74900HR2015PTC055700



An ISO 9001-2015 Certified Company

Name: **ANSHUMAN GOYAL**

Date: December 30, 2019

Dear Anshuman,

We are pleased to offer you employment with Morphedo Technologies Pvt. Ltd.

Your employment will commence with effect from **January 04<sup>th</sup>, 2020**. From the date of commencement of your employment you will be designated as "**Software Developer**". You will be subject to the detailed terms and conditions that are attached to this employment letter as **Annexure C** ("Terms of Employment"). You will also be governed by the rules and regulations of the Company that may be modified from time to time, at the discretion of the Company.

The details of your remuneration, including the breakup of remuneration are contained in the worksheet attached to this letter as **Annexure A**. Please sign and return the copy of this letter indicating your formal acceptance of the terms and conditions of employment offered herein.

**Non-Disclosure Agreement:** You will be required, as a condition of your employment with the Company, to sign the Company's standard Non-Disclosure Agreement, a copy of which is attached hereto as **Annexure B**.

We welcome you to our team and hope you'll be a great contributor.

Sincerely,

For Morphedo Technologies Pvt. Ltd.

Read & Accepted



Sushil Kumar Baranwal  
CEO

Anshuman Goyal

Registered Office:

292, G. No. 5, Surya Vihar Part II,  
Faridabad – 121003, Haryana, India

Corporate Office:

B-108, 3<sup>rd</sup> Floor, Sector - 63  
Noida – 201301, UP, India

## ANNEXURE A

### Remuneration

Your eligibility and remuneration under this plan will be governed solely under the terms of the plan and applicable Company Policy as from time to time established.

All figures are in (INR)	Salary per Annum	Salary per Month
Basic Salary	132000	11000
House Rent Allowance	48000	4000
Local Conveyance	30000	2500
Medical Allowance	30000	2500
<b>Total</b>	<b>240000</b>	<b>20000</b>

You will be entitled to ***Provident Fund*** as per applicable rules in **due course**.

For Morphedo Technologies Pvt. Ltd.



Sushil Kumar Baranwal  
CEO

Read & Accepted

Anshuman Goyal

## ANNEXURE B

### NON-DISCLOSURE AGREEMENT

This Agreement ("**Agreement**") is made and entered into on this 30<sup>th</sup> Day of December 2019 ("Effective Date"), by and between **Morphedo Technologies Pvt. Ltd.** ("Company"), an Indian company with its principal place of business at B-108, 3<sup>rd</sup> Floor, Sector – 63, Noida – 201301, Uttar Pradesh, India; and **Mr. Anshuman Goyal** ("Employee"), S/O Mr. Sushil Goyal, R/O H No. 78-A, Sahib Nagar, URF THAI, Patiala – 147001, Punjab, India.

For good consideration, and in consideration of being employed by the Company, the undersigned employee hereby agrees and acknowledges as follows:

1. That during the course of my tenure there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
  - 1.1. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
  - 1.2. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. That I shall not during, or at any time after the termination of my term with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. That upon the termination of my term from the Company:
  - 3.1. I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - 3.2. The Company may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief for any breach.
4. That this agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
5. That I shall indemnify the Company against any and all losses, damages, claims, or expenses incurred or suffered by the Company, whether directly or indirectly, including reasonable attorney's fees and costs, resulting **from my breach of this Agreement.**
6. This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time.
7. This Agreement shall be governed by and construed under the laws of India.

Signed 30<sup>th</sup> Day of December 2019



For Company

For Mr. Anshuman Goyal (Employee)

Registered Office:

292, G. No. 5, Surya Vihar Part II,  
Faridabad – 121003, Haryana, India

Corporate Office:

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Noida – 201301, UP, India

## **ANNEXURE C**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

#### **1. Nature of Employment**

- (a) Upon commencement of your employment with the Company, you will be designated as “**Software Developer**”.
- (b) You will honestly and faithfully conduct yourself, and duly and diligently perform all the duties assigned to you while in the employment of the Company.
- (c) The Company has the sole discretion to modify the terms and conditions of your employment and the nature of your duties and designation at any time as it may deem appropriate without assigning any reason and you will be expected to undertake all responsibilities that may be assigned to you by the Company at any time.
- (d) You will report to such person as may be designated by the Company from time to time and shall be subject to supervision as per the policies and discretion of the Company.
- (e) The nature of your employment will be "at will" and no fixed period of employment in the Company is applicable to you. However, you or the Company may terminate the employment as per the provisions contained herein.
- (f) You acknowledge that there are no express or implied agreements which contradict this provision of “at will” employment, that the only person empowered to modify or alter this provision of at will employment is the Company founders, and that any agreement to modify the “at will” status of your employment must be in writing and fully executed by the CEO or founders and yourself. You further understand that this acknowledgement supersedes all previous agreements, written or oral.

#### **2. Standard Conditions of Employment**

- a) In addition to the Terms of Employment contained herein, you shall be subject to and bound by the Standard Conditions of Employment of the Company. The Standard Conditions of Employment of the Company will be communicated to you from time to time.
- (b) The Standard Conditions of Employment will relate to various matters relating to your working with the Company, including hours of work, holidays, leave, code of conduct, employee benefit, confidentiality policy, dress code, etc.
- (c) Such Standard Conditions of Employment are deemed to include other policies of the Company that may be created including the Policy for Prevention of Harassment at the Workplace, Internet and Network Use Policy, Intellectual Property Policy, etc.

Read and accepted:

Anshuman Goyal

(d) The Standard Conditions of Employment may be changed by the Company from time to time at the sole discretion of the Company and you shall be bound by such changed Standard Conditions of Employment forthwith, upon receipt of notice of the same and you will faithfully observe and abide by the same.

(e) In the event of any violation of any term of The Standard Conditions of Employment you would be disciplined, including demotion, at any time at the discretion of the Company.

### **3. Probation Period**

(a) You will be on probation with the Company for a period of Three (3) months from the date of commencement of your employment with the Company.

(b) If your performance with the Company during the period of probation is considered satisfactory by the Company, on completion of the probation period, you will be confirmed on your role by the Company.

(c) The Company shall have the discretion to extend the probation by such period as it considers necessary if it believes that you have not performed satisfactorily during the probation period but that it is reasonably possible that your performance will improve in the near future.

(d) The decision of the Company on whether to confirm your employment with the Company or extend the period of probation or terminate you shall be final.

(e) During the period of probation, you and the Company shall both have the right to unilaterally terminate your employment upon providing a minimum one month notice in writing, or salary in lieu of such notice. In the event you resign without complying with these requirements, the company will be forced to with-hold full and final settlement of dues as well as issue of official relieving letter until this requirement is satisfied.

### **4. Representations**

(a) You hereby represent that all the contents of your application, resume, testimonials, references, and other information furnished by you are true, complete and accurate.

(b) If any of the above particulars are found to be incorrect, incomplete or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.

### **5. Whole Time Employment**

(a) You shall be a full-time employee of the Company and will devote your professional energies entirely towards the conduct of your duties under your employment with the Company.

Read and accepted:

Anshuman Goyal

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(b) During your employment with the Company, you shall not simultaneously engage yourself in any other employment, business or professional activity (other than normally acceptable personal investment activity), whether part-time or fulltime, with or without compensation, directly or indirectly, without prior written consent of the Company.

## **6. Compensation**

(a) In consideration for your employment with the Company, you shall be paid a monthly compensation as detailed in Annexure B.

(b) Your compensation is based on your qualifications, skill sets and overall experience. Therefore, the compensation payable to you by the Company is unique and personal and any comparison of the same with those of others will be of no relevance.

(c) Your terms of employment and compensation are strictly confidential, and you shall not divulge the same to any other employee of the Company except where required by Company policy.

## **7. Tax Liability**

(a) The tax liability, if any, including income tax, arising on your compensation will be your personal liability and will be governed by the tax laws of the country wherein your services are provided. The compensation mentioned in Annexure B is provided on a gross basis.

(b) The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by applicable law.

## **8. Safe Custody of Company Material**

(a) You will be responsible for keeping safe and in good condition and will truly and faithfully account for and deliver to the Company, all Company material entrusted to you, including, but not limited to all moneys, securities, cellular phones, laptop, and other equipment ("Company Property") and other property belonging to the Company which you may receive from or on account of the Company.

(b) In the event of any damage or loss to the Company Property entrusted to you, you shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

Read and accepted:

Anshuman Goyal

## **9. Corrupt Practices**

(a) During the period that you are employed by the Company, you shall not, either on behalf of the Company or in the pretext thereof, offer any Government Officials any consideration for the performance of any assessment or decision that may be favorable to the Company, other than the legally acceptable, official and Company approved consideration. The Company follows a zero-tolerance policy towards corrupt practices, and you shall strictly abide by the provisions of this section. The Company treats any violation of this section very seriously and shall take strict action including and up to termination of employment.

## **10. Termination**

(a) If you wish to terminate your employment with the company, you may do so provided a notice period of **2 Months**.

(b) You recognize that given your responsibility within the organization and the need for a transition should you wish to terminate your employment with the Company; the above period is necessary and reasonable. However, the Company shall have the discretion to waive the period of notice in case of your resignation.

(c) The Company shall be entitled to terminate your employment "for cause" forthwith, without any notice or compensation in the event you:

- (i) have been found guilty of any misconduct or indiscipline.
- (ii) have violated any of the Terms of Employment or Standard Conditions of Employment
- (iii) have been persistently unpunctual, or neglected your duties or performed your duties in a manner unacceptable to the Company.
- (iv) become the subject of bankruptcy.
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction.
- (vi) do not have the mental or physical capacity to carry out your official functions, responsibilities or duties.
- (vii) commit any act detrimental to the interests of the Company.

## **11. Consequences of Termination**

(a) You shall at the time of leaving the employment of the Company, deliver back to the Company any and all Company Property, all books, documents, money, securities devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential information or any other documents or property, or reproductions of any of the aforementioned items belonging to the Company or for which the Company is liable to others and which shall be, or which ought to be, in your charge or custody pursuant to your employment with the Company or otherwise in the possession of the Company.

(b) You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than the Company, any of the aforementioned items.

(c) Upon your termination or resignation, you shall handover charge to any official designated in this behalf and settlement of accounts, if any, will be only after this is done.

Read and accepted:

Anshuman Goyal

## **12. Confidentiality and Intellectual Property Protection**

- (a) You shall execute the Company's Employee Intellectual Property and Confidentiality Protection Agreement in relation to protection of the company's confidential information and intellectual property and agree to be bound by its terms.
- (b) You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, data, designs, etc. Of the Company, Clients, Vendors, Partners, etc.

## **13. Non-Solicitation / Non-Compete**

- (a) During the term of your employment you shall not directly or indirectly, without the prior written consent of the Company, (a) solicit, recruit, hire, encourage or induce any employees, directors, consultants, associates, contractors or subcontractors of the Company to leave the employment of the Company or negatively alter their relationship with the Company, either on your own behalf or on behalf of any other person or entity.

## **14. Retirement**

- (a) You understand that the age for retirement is 60 years as per the company's current policy.
- (b) The Company will provide a notice period in writing to you in advance of the retirement date. This notice period is usually one month. The company retains the right to offer payment to the employees in lieu of notice.
- (c) The Company, as its sole discretion, retains the right to grant extension beyond the retirement age, should you wish to work past that date.
- (d) In the event that you work past the retirement age, you will not be deemed to be a permanent employee, and the Company will retire you once the required notice period has been served. You acknowledge and understand that the company does not currently provide any retirement benefits, other than that mandated by prevailing statutory regulations, i.e., Gratuity and Provident Fund.

## **15. Miscellaneous Provisions**

- (a) Change Of address - You will promptly inform the Company in writing of any change in your residential address or contact details.
- (b) PAN CARD - You will submit a copy of your PAN CARD on joining the company. If PAN CARD not in possession, you are required to apply immediately and submit a copy within a stipulated period of two weeks, failing which any payment due to you may be withheld or adversely delayed.
- (c) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of India.
- (d) Waiver - No inaction, act or omission by the Company shall be considered as a waiver by the Company of any of its rights herein unless specifically waived by the Company in writing.

Read and accepted:

Anshuman Goyal

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