



OFFER LETTER

APPS/533/Chennai/Mar/V1

PRIVATE AND CONFIDENTIAL

Dear Leovelbert V,

Welcome to CodeBoard. It gives me great pleasure to invite you to join our family.

You will be employed under CodeBoard Technology Private Limited, Chennai.

At CodeBoard, we believe we have a historic opportunity of building an organisation with great culture and values.

This offer of employment is contingent upon you fulfilling the background verification process that we would conduct.

The reporting time is 10:00 AM. You endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom right corner and return to the undersigned by either mailing it or handing it over to us on the date of your joining.

ANNEXURE – 1

Name: Leovelbert V

Band: 4

Level: 2

Title: Sr Software Developer

Joining date: 26 Mar 2024

Total Compensation / CTC: 9,00,000/- PA

Note:

Basic, House Rent Allowance, Conveyance Allowance, Leave Travel Allowance, Medical Reimbursement and Special Allowance will be calculated and update by HR on or before the date of joining.

Authorised Signatory,



ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at CodeBoard Technology Private Limited. (Hereafter referred to as "The Company") will be governed by the Company's policies as modified from time to time. Copy of the present policy will be made available to you on your joining the Company. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

1.1. A working day shall comprise of nine hours, which includes a break of one hour for lunch, dinner or tea breaks.

1.2. You may be required to work on a shift basis. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 a year, subject to applicable laws. The shift timings may change from time to time which you would be notified of in advance.

1.3. At times you may be required to work beyond 8 working hours.

1.4. Employees at the client site shall follow the working hours as applicable at the client site.

2) Place of Employment

2.1. During your employment with the company, you will be liable to be transferred or deputed to any of the offices, departments of the Company or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services, your salary and other benefits will be Determined in accordance with the Company's policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

4.1. Salary shall be reviewed on an annual basis depending on the date of joining and you shall be notified of the amount of your salary entitlement for the succeeding year, depending upon your performance during the year.

4.2. Notwithstanding the provisions of Clause 4.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

4.3. In addition to salary, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall, in its sole discretion, be entitled to amend, vary and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

4.4. The term 'financial year' denotes the period starting from 1st November to 31st of October of the following calendar year



5) Relocation

You are eligible for relocation expenses reimbursement when the Company is shifted/relocated from the existing city as per the company policy. In the event of your separation within 12 months of joining CodeBoard, this amount has to be paid back to the company.

6) Group Insurance, Provident Fund and Gratuity

6.1. From the month following the month of joining, the Company will intimate all employees on the same.

6.2. Medical Insurance contribution will be by the company and applicant.

7) Indemnification

You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment.

8) Termination

8.1. Your employment with the Company is subject to termination on:

8.1.1. Three months prior notice from your side (Employee) and you will be relieved only after the management agrees to do so based on the closure of the current duties and responsibilities.

8.2. The Company reserves the right to, at its sole discretion, terminate the employee with the notice period of one week or the equivalent pay.

8.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period as stated in our Company's HR handbook. Further, till such time as the Company accepts your resignation letter, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you.

8.4. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

8.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or

8.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or

8.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.

8.4.4. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you. In the event of termination under Clause 8.4.2, you shall not be entitled to any benefits whatsoever.



9) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

10) Confidentiality

10.1. You agree at all times during the term of your employment and thereafter (without limit of time);

10.1.1. To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and

10.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

10.1.3. You agree to return to CodeBoard all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with CodeBoard IT Services.

10.2. For the purposes of Clause 10.1, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

10.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the company.



11) Intellectual Property

11.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

11.2. You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment with CodeBoard (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

12) Data Privacy Compliance Policy

You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: – 12.1. You consent to the processing of your personal data in accordance with the Company data privacy policy (the "Policy"), a copy of which can be obtained upon request; 12.2. In particular, you expressly consent to:

12.2.1. The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;

12.2.2. The transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.

12.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to the Company by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

12.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Company policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.



13) Non-Compete

You will certify to maintain Customer exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business, that directly competes with the kind of product/services that is offered by the Company to such client, either directly or indirectly with any of 'CodeBoard' client or any third party exposed to you. In case you violate this provision, a minimum amount of Rs.3 lakhs shall be payable by you to CodeBoard as damages.

14) Non Solicitation of Employees and Clients

You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:

(A) Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire,

or recruit, any employee of the Company; or

(B) Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom Employee had dealings as an Employee of the Company for any purpose related in any manner to the business of the Company.

(C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.

15) Warranty

15.1. You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.

15.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.

15.3. You warrant that you will comply with all CodeBoard applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of CodeBoard.

15.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services



16) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month of your 60th birthday.

17) General

17.1. This agreement contains the entire agreement between the employee and CodeBoard, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties hereto. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure. 17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Chennai (Tamil Nadu).

17.2. This agreement shall remain current and in force, irrespective of whether you are under employment of CodeBoard or not.

17.3. Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

17.4 Laptop Clause:

The laptop provided to you by the company is solely for business purposes related to your role within the organization. You are fully responsible for any damage, loss, or theft of the laptop assigned to you.

This includes accidental damage, intentional misuse, and negligence.

In the event of any damage or loss, you may be held financially liable for the repair or replacement costs of the laptop, as determined by the company.

Acknowledgement and Acceptance of Appointment with CodeBoard

I, _____ have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on _____ (Date).

Signature: _____

Name: _____