

APPOINTMENT LETTER

Date: 26th July, 2024

Name: Maitri Bhimani

Re: Appointment Letter for the Position of Trainee Software Engineer

Dear Maitri Bhimani,

We are hereby delighted to offer you employment at Unique IT Solution as Trainee Software Engineer. This letter outlines the terms and conditions of your employment. After careful consideration of your qualifications, experience, and alignment with our company values, we are confident that you will make a valuable addition to our team.

1. JOB TITLE & DESCRIPTION:

Your role will be as **Trainee Software Engineer** and are currently based in Ahmedabad.

- a) A detailed "Job Description" will be communicated to you in due course, stating your accountabilities in this position. You shall devote your full time and attention to the business affairs of the Company and shall perform your duties faithfully and efficiently subject to the direction of the Company issued to you from time to time.
- b) You will be reporting functionally to officials of the company and you will collaborate closely with cross-functional teams to deliver innovative branding solutions that exceed our clients' expectations.

"Note for the description of the job to not fall under Industrial Disputes Act 1947

(it is pertinent to understand here under the Industrial Disputes Act 1947, any workman is any person who is employed to do any manual, skilled, unskilled, technical, operational, clerical, or supervisory work for hire or reward but it does not include persons who are under the armed forces, police forces, who are employed in a managerial or administrative capacity, who is employed in a supervisory capacity and. or either by the nature of the duties attached to the office or because of the powers vested in him, functions mainly of a managerial nature. From a catena of judgments, it can be seen that in the case of multifarious functions, the nature of the main function performed by the person has to be considered to determine if the person is a workman under ID Act. The designation of the employee is also not a conclusive factor. As such, there is no straight jacket formula for determining whether the person is a workman

under the Act as it will be determined upon the facts and circumstances of each case.

In conclusion, it is important to note here that for an employee to be excluded from the purview of the definition of workman it becomes imperative that the following are followed:

- *Maybe doing a technical job but may need imaginative and creative faculties for performing the job.*
- *May be doing functions like managerial and supervisory capacity.*
- *Any employee giving advice and technical guidance or otherwise cannot be held to do the job of the Workman as defined under the Act.*
- *And also, last but the least, any employees who are Engineers who study and gain mastery over the subject and put to extensive training before they are deputed to handle assignments or projects and are trained to be professionals will also fall outside the purview of the ID Act. (However, the last point is my personal opinion based on my understanding of the law.)*

2. COMPENSATION AND BENEFITS

- a) In recognition of your skills and contributions, we are pleased to offer you a starting salary is payable in accordance with the Company's normal payroll policies in effect subject to such deductions and withholdings of tax or otherwise as the Company may be mandated or required to do so whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effect which amounts to a monthly of an amount is between **Rs.13,000 to 16000 pm /-Rupees.**
- b) Incentives are the sole discretion of the employer, and the employee cannot claim the same as a right. As such your month gross equivalent between to **Rs.13,000 to 16,000/- Rupees** is subject to your overall performance like completion/fulfilment of task enumeration, coordination and completion, correspondence, and customer interaction-related requirements, etc. as discussed, each month. In addition to the annual CTC, any reimbursement for any official duties will be realized on the production of the actuals and as per the policy of the HR and at relevant time will be provided, as against a claim raised and sanction accorded.
- c) Your compensation is based on your qualifications, personal skill set, and overall experience and on your job performance which makes it unique and not worthy of any comparison with those of others. As such it is imperative that you note and follow, the terms of your employment are private and confidential and you shall not divulge such details to any other employee of the company, or otherwise elsewhere, except when communicated to you in a written format in the course of the company's policy.
- d) At the outset, we wish to share that you will receive your salary on or before the 7th of **every month** subject to the above-mentioned clauses.

- e) Incentives are the sole discretion of the employer, and the employee cannot claim the same as a right. As such your monthly gross is equivalent to between **Rs.13000 to 16000 /-Rupees** is subject to your overall performance like completion/fulfilment of task enumeration, coordination and completion, correspondence, and customer interaction-related requirements, etc. as discussed, each month. In addition to the annual CTC, any reimbursement for any official duties will be realized on the production of the actuals and as per the policy of the HR at ~~leat~~ **overtime** will be provided, as against a claim raised and sanction accorded.
- f) Your compensation is based on your qualifications, personal skill set, and overall experience and on your job performance which makes it unique and not worthy of any comparison with those of others. As such it is imperative that you note and follow, the terms of your employment are private and confidential and you shall not divulge such details to any other employee of the company, or otherwise elsewhere, except when communicated to you in a written format in the course of the company's policy.

3. REPORTING:

- a) You will submit, at the time of reporting for duty, a release letter from your last employer confirming that you have been released from their employment.
- b) If required by the Company, you will submit a medical fitness certificate or get yourself examined by a medical practitioner nominated by the company before reporting for your employment with the Company.

4. LEAVES AND HOLIDAYS:

- a) You shall be entitled to take leaves as per your supporting location's holidays. You shall take such leave in consultation with and after approval from your respective HOD.
- b) You will be entitled to leave & medical benefits as per the Company rules and regulations.

5. CONFIDENTIALITY:

- a) You shall be responsible for the safe custody of documents, material, property, and equipment of the Company entrusted to you or which may be in your use, custody, or charge.

- b) As part of your orientation, you should read the Employee Handbook and always adhere to its provisions. You are also required to read the company policies framed from time to time and take all necessary steps to ensure that they are properly observed. Failure to adhere to rules and regulations framed by the Management will result in disciplinary action, which may include dismissal, in accordance with the Company's policy.
- c) It is imperative that you shall not disclose, during the tenure of your employment with the Company or even thereafter, any information, regarding the affairs of the Company vis-à-vis Proprietary Information, Intellectual Property Rights, or any other information of the Company which is of confidential nature, which may come to your knowledge during the tenure of your service with us, which is likely to be prejudicial to the interests of the Company.

6. INTELLECTUAL PROPERTY:

- a) Any intellectual property created by you during the course of your employment shall be the exclusive property of Unique IT Solution. This includes but is not limited to designs, code, and other creative work.

7. PROBATION:

- a) You will be under probation of 3 **months or training period** during which time the regular benefits and entitlements such as eligibility for sick leave, annual leave, and annual leave travel will not apply as per Company policy. Any absence from the office more than 1 day in a month will be treated as "Leave without Pay".
- b) The regular prequels will start to apply only after the completion of the probationary period of service subject to confirmation of your employment by the Company.
- c) If post your period of probation and your performance is not as per the management's expectation, the probationary period may be extended further for a period ranging from one to three months purely on the discretion of the management and which would end on a performance assessment followed by confirmation on positive rating or termination, whichever situation may occur.
- d) The continuity of your employment at any given relevant point of time shall depend upon continuous attendance, satisfactory job performance, adherence to the employment terms and good conduct, etc.

8. SEPARATION:

- a) As the present employment is at will, both sides would be free to end the engagement by giving a written notification as per the following terms mentioned in clauses (b) & (c).
- b) In case you are unable to perform your duties because of incapacity due to physical or mental reasons, and such disability, continues for at least one (1) months and is certified by a physician/medical expert selected by the Company, the management will decide the continuity of your services with the Company at its own discretion.

- c) Employees at your level must serve **60 days'** notice or salary in lieu of the notice unless otherwise agreed with the top management.
- d) Notwithstanding anything contained as above, if at any time, in the opinion of the Company, which shall be final, you are found guilty of misconduct including but not limited to dishonesty, disobedience, misappropriation, theft, guilty of fraud, Job Performance, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by the management of the company as detrimental to its interests or of violation of one or more terms of this employment, your services may be terminated by the Company by 7 (Seven) days' notice or pay in lieu of notice.
- e) Furthermore, if at any time you violate any of the covenants or agreements set forth in this appointment letter or fail to/neglect to perform your obligations/duties, or fail to adhere to the policies, rules, and regulations of the Company, the Company shall have the right to terminate all its obligations to make further payments to you. You hereby acknowledge that the Company would be irreparably injured in respect thereof, and therefore agree that the Company shall be entitled to an injunction restraining you from any actual or threatened breach of any of the terms of this appointment letter and/or terms of your employment or to any other appropriate equitable remedy without any bond or other security being required.
- f) Upon the cessation of your employment with the Company, you shall forthwith return/transfer to the Company all intangible and tangible manifestations of Proprietary Information (including copies and reproductions, in whole or in part, thereof) and/or Intellectual Property Rights as received by you and/or developed during the course of your employment, and all properties and assets, tangible and intangible, including but not limited to documents, records, papers, credit cards, lists, computer, car, laptop, cell phone, discs or tapes, etc., used by you for official purposes during the course of your employment which may be in your possession or under your control and which relate in any way to the business or affairs of the Company or any related or associated company of the Company and no copies of such or any part shall be retained by you.
- g) At the time of exit, the employee is required to settle his/ her customer's outstanding dues for smooth clearance and handover formalities. Full and Final settlement will be done subject to clearance of any customer outstanding, recovery of company assets, or in case of damage/loss of the company.

9. GOVERNING RULES:

- a) The policies, rules, and regulations of the Company in force at the time of your appointment and other policies, rules, and regulations that may be framed and/or amended from time to time by the Company during the course of your employment, will govern your services/employment with the Company and the terms of this appointment letter is subject to change at the will of the Company upon due notice to you.

10. NON-COMPETE:

- a) During the course of your employment with the Company and for a period of 12 (Twelve) months from the date you cease to be an employee of the Company, you shall not, whether directly or indirectly or whether independently or in connection with any Third Party, set up, engage in, collaborate, assist, support and/or promote any business, trade, or profession, or enter into any contracts or arrangement with Third Parties, similar in nature to or competing with the business of the Company and/or solicit any business or offer to provide any services similar to those provided by the Company, or enter into a contract with customers/clients (existing as well as prospective) or with Third Parties for providing products/services offered by the Company, or attempt to entice the customers/clients away from the Company (irrespective of the scale of operation of such business/services, amount of investment made in terms of time, efforts and money, or whether such activity is income-generating or not).
- b) Whilst in course of your employment with the Company, you shall not engage in seeking or applying for any other regular or part-time employment

11. CODE OF CONDUCT:

- a) You are expected to adhere to the company's code of conduct and policies at all times during your employment.

12. DATA SECURITY GUARANTEE:

- a) As a member of the Company team, you are at best to be dealing with a good amount of data & information pertaining to our clients, projects, and employees etc., you are therefore required to guarantee the safety of all or any such data that may come across you or that those you may come across, in the physical, electronic or in any other form. You shall take the pertinent steps & measures to ensure company information related to designs at your end.
- b) Company encourages the use of e-mail for business purposes. The messages generated or received via the e-mail including the backup copies are company property. Though the company does not recommend the use of e-mail for personal use, it may be used provided it does not use up more than a trivial amount of resources. The company has the right to retrieve and review any message prepared or received through the

company's e-mail system.

- c) You hereby irrevocably consent to the holding and processing of personal data provided by you to the Company for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to your fitness for work. You further acknowledge and agree that the Company may, in the course of its duties as an employer, be required to disclose personal data relating to you to which you have no objection.

13. NON-SOLICIT:

- a) Due to the nature of your role, during your term of employment, you will be exposed to Company's business plans/trade secrets/finance/know-how/client details. You should not disclose by word of mouth or otherwise, any particulars or details of business plans/trade secrets/finance/know-how/clients and or any confidential information of the business to outside of firm/competitor/anyone.
- b) You shall not, under any circumstances, directly or indirectly solicit the Company and/or any of its subsidiaries and/or affiliates personnel to leave the employment of the Company and/or any of its subsidiaries and/or affiliates.
- c) You shall not engage in soliciting business or allied business outside of the Company that is in any way similar, identical or competitive with the business, activities solutions, and services of the Company and/or any of its subsidiaries and/or affiliates; particularly with those customers of Company with whom you had any contact during your employment.
- d) The above clauses will continue to be applicable for a period of one year from the date of relieving from the Company.

14. CONDITIONALITY:

- a) Wherever applicable, this offer and your employment are conditional upon the Company receiving satisfactory references on background check results. Please note that in the event the Company is not satisfied with the verification reports, the Company reserves the right to withdraw or delay this offer of employment.
- b) The Company reserves the right to vary the terms of employment contained in this appointment letter. The Company will notify you in writing within one month of such variation. Upon intimation by the Company, the amended terms of employment shall be binding on you and shall replace all the previous terms and conditions of your employment with the Company.

- c) The Company reserves the right to vary the terms of employment contained in this appointment letter. The Company will notify you in writing within one month of such variation. Upon intimation by the Company, the amended terms of employment shall be binding on you and shall replace all the previous terms and conditions of your employment with the Company.

15. BINDING:

Terms and conditions contained herein shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets, or otherwise, all or substantially all of the Company's assets and business.

In token of your acceptance, of the above terms and conditions, kindly return the copy of this letter is duly signed by you.

We wish you the very best and welcome you to the **Unique IT Solution**

Yours Sincerely

HR Department,

I, _____ hereby confirm that I have read and understood the above terms and conditions and confirm that the same are acceptable to me.