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Copy to: Lavkush Tyagi: lavkushtyagi22@gmail.com

To,

Lavkush Tyagi
Ward No – 10, Kailashpuri,
Niwari Dehat,
Ghaziabad, Uttar Pradesh-245206
Email: lavkushtyagi22@gmail.com

Sub: Appointment Letter

We are pleased to offer you the position of “Software Developer (Dot Net) Intern” in Yoeki Soft Private Limited (Yoeki) subject to acceptance of this employment offer within 3 days from the receipt of this letter. Your date of joining will be mutually agreed post acceptance of this offer. Preferred date of joining from your side is 18th May 2023 and mutually agreed upon following terms and conditions as under:

1. Place of work

- 1.1. Your Initial place of work will be at Yoeki’s facility in Noida. However, you should be aware that the Company and/or Its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, or to any of its sister concerns, which are either existing or may be set up in future. In case of pandemic, you will be allowed to work from home subject to approval from your reporting manager.
- 1.2. The decision of the Company in this regard shall be final and binding on you.

2. Duties

You will be on probation for three (3) months. Based on your performance your services will be confirmed with the company in writing after three months.

- 2.1. You will be employed in the position of “Software Developer (Dot Net) Intern”.
- 2.2. You will be reporting to the Software Developer II.

- 2.3. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Yoeki.
- 2.4. You will be required to comply with Yoeki's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Yoeki's Policies and Procedures, as communicated to you. Yoeki reserves the right to change Yoeki's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.5. You acknowledge that during the course of your employment, as the business of Yoeki changes, it may be necessary to rotate you in other departments/units. YOEKI therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.6. Unless specified in writing, you shall not be authorized to enter into any contractual obligations on behalf of Yoeki or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Yoeki or its affiliates.

3. Hours of work

- 3.1. The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. The regular working hours of the company are from 9:30 AM to 6:30 PM including 30 minutes for lunch break.
- 3.2. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members.



4. Remuneration

- 4.1. Your monthly remuneration will be INR 12,000/- subject to statutory compliances.
- 4.2. Monthly remuneration is paid by the 7th date of next month.
- 4.3. Remuneration will be reviewed in accordance with internal performance review systems.
- 4.4. Yoeki has the right to deduct from your pay/salary any sums which you may owe Yoeki, including without limitation, any over-payments or loans made to you by Yoeki or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and/or losses suffered by Yoeki as a result of your negligence or breach of the terms contained in this Appointment Letter/Yoeki's Policies & Procedures/ Confidentiality, Non-competition and Invention Assignment Agreement, or your failure to return Yoeki's property.
- 4.5. Reimbursement of expenses for client location abroad or in country will be applicable as per policy of company.

5. Leave

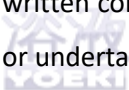
- 5.1. YOEKI will grant you leave as provided in YOEKI's Policies and Procedures. All leave scheduling and organization will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

6. Confidential Information

- 6.1. During your employment, you will have access to highly confidential information of Yoeki. Even the work done by you for Yoeki is highly confidential. You are required to execute a Confidentiality, Non-competition and Invention Assignment Agreement for protection of such confidential information.
- 6.2. Your employment is, therefore, subject to and conditional upon you signing and returning the Confidentiality, Non-competition and Invention Assignment Agreement to Yoeki and complying with the terms thereof, at all times.

7. Exclusivity of services

- 7.1. During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Yoeki at all times. You shall not, without the written consent of Yoeki, be in any way directly or indirectly engaged or concerned in any other business or undertaking.



8. Termination of employment

- 8.1. Your Lock in period will be of 2 Years from date of joining with the Company. If you leave the organization for any reason prior to your lock in Period, you will be liable to pay INR 70,000/- to the company and will not be entitled for accumulated arrears (if any) and releasing documents.
- 8.2. Your employment may be terminated by you by giving two (2) month's written notice (exclusive of any leaves availed during the said period) to the company.
- 8.3. In case of non-serving of notice period you have to pay the amount equivalent to the last three months' salary to Yoeki.
- 8.4. Yoeki may terminate your employment by giving one month notice or payment of one month salary in lieu of notice period. Yoeki holds the right to deny payment in lieu of the said one month notice.
- 8.5. YOEKI reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:
 - 8.5.1. have been found guilty of any misconduct or indiscipline after due enquiry by Yoeki;
 - 8.5.2. have violated or are in breach of any of the terms of this offer letter or Yoeki's Policies and Procedures;
 - 8.4.3. have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Yoeki;
 - 8.4.4. have suppressed any information or submitted false Information with the view to obtain employment in Yoeki;
 - 8.4.5. are convicted for any offence under any law for the time being in force in any jurisdiction;
 - 8.4.6. commit any act detrimental to the interest of Yoeki;
 - 8.4.7. abstain from work for seven consecutive days without informing Yoeki;
 - 8.4.8. Breach of any of the terms contained in the Confidentiality, Non- competition and Invention Assignment Agreement.
- 8.6. On the termination of your employment for any reason whatsoever, you will return to Yoeki, without delay, all assets belonging to Yoeki, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Yoeki or relating to its business affairs or dealing, Including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control.



9. New Hire Background Verification

- 9.1. It is Yoeki policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Yoeki being successfully completed.
- 9.2. You authorize Yoeki to conduct such searches with government or enforcement authorities as necessary to enable it to verify that you do not hold any criminal convictions.
- 9.3. In case you are hired from campus and results for your examination are still awaited, your continued employment with YOEKI will be subject to passing the said examination and completing the course, failing which Yoeki reserves the right to take action including termination of your employment without notice.

10. Rules & Regulations

- 10.1. You undertake to be bound by any rules and regulations enforced by YOEKI from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.
- 10.2. You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Yoeki or that restrict your ability to execute this Offer cum Appointment Letter/ Confidentiality, Non-competition and Invention Assignment Agreement.
- 10.3. You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your Information, knowledge and belief.

11. Liability of Breach

- 11.1. You acknowledge and accept that your breach of any of the terms contained in this offer letter or in Yoeki's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent Jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity.

11.2. In any legal action or other proceeding by the Company against you in connection with this Appointment Letter (e.g. for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

12. Governing Laws and Jurisdiction


- 12.1. The terms of this letter of employment shall be governed by and construed in accordance with the laws applicable in India.
- 12.2. Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance (hereinafter referred to as the "Dispute") shall, so far as it is possible, be settled amicably through good faith discussions between the senior executives/officials of the Parties, who possess the requisite authority to resolve the Dispute. If after thirty (30) Business Days, the Parties have failed to reach an amicable settlement Dispute, the parties hereby submit to the exclusive jurisdiction of the courts of the city of Delhi.

Document to be submitted

- Photocopy of Date of Birth Certificate (10th Standard Certificate)
- Photocopy of 12th Standard Certificate/Mark sheet
- Photocopy of Qualification Certificate (Graduation & Post Graduation)
- Photocopy of Certification/s
- Photocopy of Permanent Address (Driving License, Voter ID card)
- Photocopy of PAN Card
- Photocopy of Passport (Front & Back)
- Two Color Passport Photographs
- Photocopy of Previous Company/s Appointment Letter/s
- Photocopy of Relieving/Resignation acknowledgement letter/s
- Photocopy of Last Company's Salary Slip/Certificate
- MCP ID/ Transcript ID.
- Medical certificate (To be obtained by medical practitioner)
- Passport

Department of Human Resource

Yoeki Soft Private Limited

I  acknowledge receipt of this Appointment Letter and, after reading and understanding the same, I accept Yoeki's employment on the terms set out in this Appointment Letter.

(Please sign on each page)