

## OFFER LETTER



Oct 21, 2024

Re: Offer Letter

Dear Diya Jennath KA,

On behalf of **Virgolife (entity to be registered)** (hereafter referred to as the "Company"), I am pleased to offer you employment in the position of A.I Trainee Engineer, starting **Oct 21, 2024** reporting to Manesh G Pai, Co founder.

During your employment, you are eligible for a gross salary at the annual rate of up to **Rs.1,44,000/-**. Break-up of salary is attached in Annexure - A.

Your compensation will be paid in regular installments in accordance with the Company's regular payroll process, and subject to applicable tax and other withholdings. As an exempt employee, you will not be eligible for any overtime pay. This position is a full-time position and your regular salary will be prorated based on a 9 hour shift, defined as a work day.

**Interim Offer Letter:** This is an Interim Offer Letter. Full and final offer letter will be presented after the company registration is complete.

**At-Will Employment:** Your employment with the Company is "at will," and thus you or the Company may terminate our employment relationship at any time, with or without cause or advance notice. The Company reserves the right, in its sole discretion, to change your compensation and/or employee benefits at any time on a prospective basis. More details in Annexure - B

**Additional Agreements:** As a condition of your employment, you agree to execute any additional agreements required by the Company at the start of your employment. This includes any agreements that relate to your confidentiality or intellectual property assignment obligations to the Company. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements. More details in Annexure - C.

**Employment Invention Assignment Agreement:** You will be required to execute and be bound by an Employment Invention Assignment Agreement given to you as in Annexure - C. The Employment Invention Assignment Agreement shall coexist with this Employment Agreement.

**Probation period:** The employee has to undergo a probation evaluation for one month from the day of joining. Once the employee successfully completes the probation period the employee status is confirmed to a full-time employee of the Company. The salary structure during the probation period is mentioned in the Annexure – A.

**Entire Agreement:** This employment agreement, along with the Confidentiality Agreement, sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement. This employment agreement may not be modified or amended except by a written agreement signed by you and an authorized officer of the Company.

This offer of employment will expire 24-Oct-2024 at 5:00 pm.

Diya, we are excited by the prospect of you joining the Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manesh G. Pai', with a stylized flourish at the end.

Manesh G Pai  
Co-founder,  
<http://mitrrs.com>

## **ANNEXURE A**

### **Compensation Summary**

Particulars	INR (Per Annum)
Basic Salary (Fixed)	Rs.84,000/-
Performance Bonus (Variable)	Rs.60,000
<b>Total Annual Compensation</b>	<b>Rs.1,44,000/-</b>

Note:

Performance Bonus is a variable component of the compensation and is subject to both individual performance and the overall performance of the company. The actual amount may vary based on the achievement of specific goals, metrics, and company performance during the applicable period. The company reserves the right to review and adjust the bonus structure at its discretion.

## **ANNEXURE B**

**Termination by Employee:** During the term of your employment, if you choose to resign from the Company, you are required to provide the Company with 14 days' written notice or salary in lieu thereof. The Company, at its sole discretion, reserves the right to relieve you from your duties prior to the completion of the notice period without any obligation to compensate for the unserved portion of the notice period.

**Termination by the Company (Without Cause):** The Company reserves the right to terminate your employment without cause at any time by providing you with 14 days' notice in writing or salary in lieu of such notice. The Company, at its discretion, may choose to relieve you before the expiry of the notice period, without additional compensation for the remaining days of the notice period.

**Termination by the Company (With Cause):** Notwithstanding anything stated in this Agreement, the Company may terminate your employment with immediate effect, without providing notice or salary in lieu of notice, if it is determined that you have engaged in misconduct, including but not limited to:

- Fraudulent, dishonest, or undisciplined behavior;
- Breach of integrity or fiduciary responsibilities;
- Embezzlement, misappropriation, or misuse of the Company's property;
- Insubordination or failure to comply with the lawful directions of authorized personnel;
- Insolvency or conviction for any offense involving moral turpitude;

- Breach of any terms of this Agreement, the Company's policies, or any other governing document;
- Unexplained or unauthorized absence from work (or failure to remotely check-in in case of remote work) for more than five (5) consecutive working days;
- Redundancy of your role within the Company or closure of the Company's business;
- Any conduct deemed by the Company to be prejudicial to its interests, or the interests of its clients and customers.

The Company reserves the right to take appropriate legal or disciplinary action as may be deemed necessary in the event of misconduct or breach of Company policies.

### **ANNEXURE C**

**Holidays / Leave:** General Holidays will be declared at the beginning of the Calendar year and all full-time employees are entitled to this benefit. You may be called upon to attend duties as and when required on holidays, as may be scheduled in accordance with the needs of the Company. You will be entitled to vacation and sick leave as per the company's Paid Leave policy. Casual leave without notice will be considered as Leave against Loss-of-pay. Additional leave will be against Loss-of-Pay. Medical Leave has to be authenticated with a Medical Report and is at the discretion of the Management.

**Disclosure of Information** During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly, including but not limited to any and all agreements relating to your current or prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements or information will not prevent you from performing the duties of your position and you represent that such is the case. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you, the Company reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company. Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change.

Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address as recorded in the Company's records.

**Adherence to Company Policy:** You agree to conform to and comply with the Company's Policies and such directions and orders as may from time to time be given by the Company.

**Non-Solicitation:** You agree that during and upon termination of your employment and for one

year thereafter, you shall not in any manner either directly or indirectly solicit or entice the other employees or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

**Assignment:** This Agreement is personal to you and will not be assigned by you. The Company will have the right to assign this letter of offer to its parent, subsidiaries, subdivisions, affiliates, successors and assigns, and all covenants and agreements herein will insure to the benefit of and be enforceable as such.

**Arbitration:** You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.

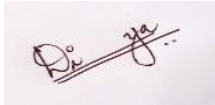
### **Confidentiality Terms**

Please note that the terms of employment detailed in this document and annexure are confidential. These contents should not be disclosed to third parties without prior approval from the Company.

### **Acceptance of Offer**

This is to certify that I have read this Agreement and all Annexures and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

I have read and accepted this offer of employment.



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Signature

DIYA JENNATH K A

\_\_\_\_\_  
Name

22-10-2024

\_\_\_\_\_  
Start Date

22-10-2024

\_\_\_\_\_  
Today's Date