



**CODEGUARDIAN
PVT. LTD.**

Offer Letter

Date: 05-Oct-2023

Dear Mr Abhishek Anand,

CONTRACT OF EMPLOYMENT

This letter is your contract of employment and contains a statement of the applicable terms of your employment.

1. COMMENCEMENT DATE:

1.1 Your employer is **CODEGUARDIAN PVT LTD** having its office at **B-8, SECTOR 2, NOIDA, 201301**, India. Your employment with the Company will commence **05th October 2023**

2. PROBATION PERIOD:

- 2.1-** The first **3 months** of your employment shall be a training and probationary period.
- 2.2-** The Company may, at its sole discretion, extend the probation period for up to a further three months (during which the notice period will continue to apply).
- 2.3-** During this period, you will be required to undertake (a) an induction and orientation program on the Company; and (b) appropriate training as is necessary to equip you to deal with the operational needs/requirement of your role. In addition, your performance and suitability for continued employment will be monitored. The Company reserves the right to terminate your employment at any time during the probationary period (including the extended period, if any), in case your performance, behavior and/or conduct is found unsatisfactory. Subject to earlier termination, at the end of your probationary period you will be informed in writing if you have successfully completed your probation period.

3. ROLES AND DUTIES:

- 3.1-** You are employed as/in the role of **Business Analyst**.
- 3.2-** You may be required to undertake other duties from time to time as the Company may reasonably require. If your duties or position with the Company changes for any reason, then the terms of this contract will continue to apply, unless expressly varied by the parties in writing.
- 3.3-** During the course of your employment you are expected, at all times, to maintain professional and responsible standards of conduct/behavior, attendance and performance. In particular you will:
- (a)** Unless prevented by ill-health, devote the whole of your working time, attention and abilities only to the business of the Company and not undertake any other work without the express consent of the Company;
 - (b)** Diligently perform your duties, as may from time to time be assigned to you by the Company;
 - (c)** Comply with all reasonable and lawful directions given to you by the Company;
 - (d)** Report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company;



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(e) Allow the Company to inspect, at any time with or without notice, any property situated on the Company's premises and owned by the Company, including disks, computers, other storage media, filing cabinets or other work areas;

3.4- The Company may at any time during the term of your employment require you to undergo medical check-ups to assess your fitness to carry out your duties to the full extent of your job role or duties under this agreement or as otherwise communicated to you. You agree that any report produced in connection with any such check-up may be disclosed to the Company and the Company may discuss the contents of the report with the relevant Company recommended doctor.

4. LOCATION:

4.1- Your normal place of work shall be B-8, SECTOR 2, NOIDA, 201301, India.

4.2- You may also be required to travel for training or knowledge transition or on deputation. In such cases, you may be required to sign a service bond/agreement for a stipulated time period, as may be deemed necessary by the Company.

5. Remuneration:

5.1- Your initial salary would be INR **3,24,000** Fixed per annum (12 months) which shall be payable on monthly basis directly into your nominated bank account. A complete breakdown of your full Cost to company (CTC) would be given in the salary slip provided every month as per the attached Annexure-A.

5.2- All payments received by you from the Company will be subject to statutory deductions as required by law (whatever applicable) and amendments thereof from time to time. You agree that you shall be personally responsible for the settlement of all your taxes arising from your employment with the Company and indemnify the Company against any claims or liabilities which the Company may be required to pay on your behalf.

5.3- Your salary will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation/ commitment towards an increase in salary and there will be no review of your salary after notice has been given by either party to terminate your employment.

5.4- Subject to the applicable laws in India, at all times during your employment, or upon your termination, you consent the Company for deductions from your Salary (or from any other payments due to you) any money which you may owe to the Company at any time.



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6. INCREMENT:

6.1- There shall be an Incentive, which shall be strictly based on the performances. The targets for weekly, monthly and yearly shall be shared with your good self. The incentives shall be paid upon successful achievement of your milestones and targets.

6.2- The Increments shall be paid on a monthly basis. The Criteria used to determine eligibility for increments shall be on the basis of successful achievement of your milestones and targets.

7. ANNUAL LEAVES:

7.1- The Company's holiday year runs between 1 January and 31 December. You will be entitled to annual leave at the rate stated in section 7 of Appendix 1 to this Agreement and in accordance with Company's prevailing policies.

7.2- The Company encourages you to take all your annual leave entitlement in the year in which it is made available to you and you agree it should not be carried over beyond the limit permissible under the applicable law.

8. WORKING HOURS:

8.1- You are employed to work 9 hours per day, inclusive of all rest/meal breaks. This may include working on night shifts, holidays and on weekends as the Company considers may be necessary for the proper performance of your duties and to meet business operational requirements. The Company reserves the right to change the days and hours of work at any time and any change will be communicated to you by the Company as required.

9. OTHER EMPLOYMENTS/ OCCUPATIONS:

9.1- You agree not to engage in any outside employment or occupation in parallel, during (while) your employment with us, without the prior approval of our Company.

9.2- For publishing any blog or article outside the company website, you need a written approval by the company management.

10. CONFIDENTIALITY, PROPRIETARY INFORMATION, INVENTIONS, AND NON-COMPETITION:

10.1- You agree that you shall keep confidential and not disclose, directly or indirectly, any confidential information shared by the Company with yourself in relation to your employment, including but not limited to information on your salary, bonus, pay rise and any other benefits. You further agree and acknowledge that any breach of this clause shall be deemed to be a material breach of your employment contract with the Company management.

10.2- It is a condition of your employment that during and after your employment with the Company, you shall not disclose to any person without written consent from the Company, any trade secret or confidential information concerning the financial arrangements or position of the Company or of any dealings, transactions or affairs of the Company's business.



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10.3- You must not share the code that you have access to while working with the company in any form outside the company. All scripts, code that you or the team members work upon in an intellectual property of CODEGUARDIAN PVT LTD. Before we take it outside or publish in any way, a written permission must be taken by the company.

11. TERMINATION OF EMPLOYMENT:

11.1- After successful completion of the probation period referred to in clause 2.1, the prior written notice required from you or the Company to terminate your employment shall be not less than 1 (ONE) months.

11.2- Notwithstanding the period of notice, the Company may in its sole and absolute discretion terminate your employment with immediate effect by paying to you a sum in lieu of the period of notice (or, if notice has already been given, for the proportion of the notice period that remains). You shall have no right to receive a payment in lieu of your notice period unless the Company exercises its discretion under this clause.

11.3- You agree that the Company may also direct you not to perform any duties for part or all the notice period; require you to remain away from the Company's premises; require you to abstain from engaging in contact other than social contact with any customers or employees of the Company.

11.4- Your employment can be terminated, on the following, amongst other, grounds:

- Is declared or becomes bankrupt or makes any arrangement with or for the benefit of his/her creditors or have any court order made against him/her relating to their financial position.
- Insanity, senility, physical infirmity.
- Continued ill-health.
- Medical unfitness for employment as declared by the Company's panel of doctors. Loss of confidence by the Company in you holding a position of trust or confidence and any other reasonable cause.
- Poor performance including incompetence in the performance of your duties, failure to perform normal responsibilities (where such failure is not deliberate or negligent).
- Redundancy – including restructuring, re-organization, role realignment, rationalization, technical innovations, discontinuation of any shift working or closure of the department/Company.
- Any act of gross misconduct as mentioned under sub-clause 12.5 below.
- Ceases to become eligible to work in India.



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11.5- Termination without notice: Your employment can also be terminated without notice and with no liability to make any further payments to you, in case you are found guilty of gross misconduct (i.e. a serious breach of the contract of employment, including misconduct which, in Company's opinion, is likely to prejudice its business or reputation or irreparably damage the working relationship and trust with the Company), including but not limited to:

- Disobeying a reasonable and lawful instruction of the Company.
- Unauthorized absence either short-term repeated absences or a continuous absence for more than 10 days or 8 days where it follows a period of authorized leave.
- discrimination, bullying or harassment of any other person.
- Committing or being arrested for a criminal offence other than an offence which in Company's opinion affects your position as an employee or impacts on the reputation of the Company.
- Serious breach of any provision of your terms of employment or committing any other serious or repeated breach or non-observance of any of the provisions of your employment, including the terms of the NDA.
- Any fraud or dishonesty or act in any manner which in Company's opinion brings or is likely to bring you or the Company into disrepute or is materially adverse to the interest of the Company.
- Making false, vicious or malicious statements, public or otherwise against the Company or any employee of the Company.
- Unauthorized use, processing or disclosure of personal data. Riotous, violent, disorderly, indecent, offensive or improper behavior or the commission of any act subversive of good, professional and proper behavior.
- Being under the influence of alcohol, illegal drugs or other illegal substances or being in the possession of intoxicating liquor, narcotics, weapons, explosives, ignitable or inflammable materials within the company premises.
- Committing or abetting any illegal or unlawful act/omission of serious misuse of CODEGUARDIAN PVT LTD name, /its customers/supplier's property, any facilities made available by company to its employees.
- Serious breach of any of the applicable CODEGUARDIAN PVT LTD policies (including but not limited to, Anti-corruption and bribery policy, Gift and hospitality policy, security policies, Health and Safety policies, Data protection policies, Workplace relationship policies, any policies included within the
- In-country employee handbook and intimated to employees by the Company from time-to-time)

11.6- Termination by reason of sale, transfer or amalgamation: Where your employment is terminated by reason only of the sale, transfer, outsourcing or amalgamation by the Company of the whole or any part of the Company's business, the Company shall be under no obligation to pay compensation for redundancy if the party acquiring the business or the part being sold, transferred outsourced or amalgamated, has offered you continuation of employment on terms of employment no less favorable and agrees to treat service with the Company as if it were continuous service with the new employer.



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12. OBLIGATIONS AND TERMINATION:

12.1 On termination of your employment, for whatever reason, you shall:

- (a) immediately return all Company property (including property leased by the Company) to the Company on termination including all written or machine-readable material, Confidential Information, software, computers, credit cards, keys and vehicles;
- (b) not represent yourself as being associated with the Company and must not make any adverse comment, publicly or otherwise, about any member of the CODEGUARDIAN PVT LTD Group or their employees or officers;
- (c) assist the Company in any threatened or actual legal or other proceedings in which the Company or any of the CODEGUARDIAN PVT LTD group companies are involved, for which you will be reimbursed all reasonable costs incurred where approval is given in advance;
- (d) as and when required, disclose any password, security access codes or other information used by you in the course of your employment.

13. GENERAL TERMS AND CONDITIONS:

13.1- Warranties: You warrant, other than what you have disclosed to the Company in writing:

- (a) that the credentials and any information provided by you including information touching upon your qualifications experience and ability to perform the duties under this agreement are true and correct;
- (b) you have disclosed everything to the Company which may be material to the Company's decision to offer you employment under this agreement; and
- (c) you are capable of performing the duties involved in the position.

13.2- Right to vary: The Company reserves the right to vary any of the terms and conditions of this agreement at any time in its reasonable discretion.

Look forward to you joining the Company.



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Authorized Signatory

Saurabh Mani

SAURABH MANI TIWARI
DIRECTOR - OPERATIONS
CODEGUARDIAN PVT LTD

DECLARATION/ACCEPTANCE OF OFFER

I accept employment with CODEGUARDIAN PVT LTD under the terms and conditions as set out herein above.

Signature _____ Date _____

Name:



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