

Appointment Letter

Date: 20-02-2025

To

Machalwar Sai Surya
Hyderabad

We are happy to offer you the position of “**Ui/Ux Designer**” in our organization on a Permanent basis. Your place of posting will currently be at our Hyderabad Office. Your employment with **OZRIT**. will commence on **21st February, 2025** at a gross salary of Rs. **15,000/-** per month. Any increments in salary will be linked to your performance and subject to your observance of the terms of your employment.

The other Terms and conditions of appointment are enclosed in Annexure –I to this letter.

You will be reporting to, CEO as are specified by the Management of **OZRIT**. from time to time.

This appointment letter is being given to you in originals. Kindly confirm your acceptance of the appointment by signing and returning to us the attached duplicate copy of this letter.

Annexure – I

TRANSFER

1. We reserve the right to assign to you any additional or new work or to transfer you to any place in India/Abroad on company's duty or to depute you on a temporary basis or transfer you permanently to any of our Associate Companies on such terms as we deem fit. Refusal on your part to comply with such orders will be sufficient ground for termination of employment.

COMPANY PROPERTY

1. You will do everything necessary for the proper upkeep of the company's property / equipment entrusted to you for operation/use. Any negligence on your part in such upkeep or any loss or theft taking place as a result, will not only entail recovery of the value of the loss from payments due to you, but will also be deemed sufficient ground for termination of this appointment. Any intellectual property rights that belong to the

company and any partly completed assignments or works in progress will also be considered as the company's property for this clause.

2. Any company property entrusted to you for your personal use during your association with the company must be returned to the company, after use, in good repair, normal wear and tear excepted. In case the property has deteriorated, while in your custody, due to negligence on your part, the Company reserves the right to recover from you the cost of repairing and restoring it.
3. Any cash drawn by you with prior approval under suspense, for any legitimate use on behalf of the company, should be used only for that purpose and properly accounted for, or returned to the company within 48 hours from the time of withdrawal.
4. You will take care not to commit the company to any unforeseen or unjustified cost. In such an event, the company may recover such excess cost from You are not allowed to copy or sell the company's software packages outside without the company's prior permission. You acknowledge that conditions of this appointment are reasonable and necessary to protect disclosure of confidential information belonging to the company and any disclosing thereof will cause irreparable damages, hardship and injury to the company.
5. You acknowledge that your obligations relating to confidentiality survive the termination of your employment and you will be liable to pay damages and be subject to injunctive or other relief for any breach of aforesaid obligation.
6. Intellectual Property Rights (IPR's) such as copyrights, patents, trademarks, secrets etc. with respect to any software product including any e-commerce solutions developed by you while in the employment of the company shall remain in the exclusive ownership of the company and you shall have no right title or interest in respect of such IPR's.
7. Non-return of company property, intentionally or otherwise, after use, while in service or on your relinquishing association with the company, or failure to return or account for the cash as aforesaid, shall be deemed "misconduct" and will attract appropriate action. The company also reserves the right to recover such dues from the amounts due to you.

TRADE SECRETS OR CONFIDENTIALITY

1. You acknowledge that you may gain access to and possession of confidential information relating to the company during the term of your employment
2. You will not divulge to any outside persons or concerns any information and secrets connected with the company that you may come across during the performance of your duties
3. You will treat all matters relating to our company in strict confidence and not disclose them to outsiders except with the prior written authorization of our company. In particular, you are expected to maintain complete confidentiality in respect of work methods at our company, Systems developed / modified by our company for its clients and software developed or modified or acquired by the company.
- 4 . Confidential information includes all IPR's, information regarding quality control, business, financial information, places, customers list, marketing data and any other information that are generally not known to the public.

TRAVEL ON OFFICIAL DUTY

All employees who travel outside the confines of their workstation for business activities are entitled to reimbursement for their expenses in accordance with the company's established Policy. Organization of travel and lodging for business purposes shall be handled by the company itself.

CONFLICT OF INTEREST

1. You will treat all client information as confidential and not disclose them to outsiders except when authorized.
2. While in our service you will not have, directly or indirectly, any other business interest and you will not accept any other assignment part time or honorary, without prior and proper permission in writing from the company.
3. In the course of your association with us, you are bound to come across information that is of a vital and confidential nature, pertaining to our industry. It is therefore

expressly agreed, as an important component of this appointment, that you will not associate yourself, either directly or indirectly, either during your association with us or for a period of two years thereafter, with any Industry of a competitive nature.

4. Any information or data made available to you by the company or by the customers or by any other party, or any innovation or improvement in process, design, etc., effected in the course of your association with us will belong to the company and will be kept by you in strict confidence and will not be used by you to the detriment of the Company's interests at any time.
5. In the course of your service with us or even after your discharge from our service, if any malaise intention on your part is established, resulting in crippling of the company's functioning, or causing the Company financial loss, or damage to the Company's image, reputation or goodwill, the Company has the right to sue you under relevant laws and seek redress.
6. You will authorize the company and also authorize and request each former employer and persons, firm or corporation given in the application form as reference to answer any and all questions that may be sought in connection with this application or concerning you or your work, habit, character or skill or any action in any transaction.
7. You should declare your interest, financial or otherwise in any company or firm or any other individuals who have dealings with us in any capacity. In the event of yourself acquiring or becoming interested in the future in such a company or partnership or firm or individual, you should immediately disclose the nature and extent of your interest.

NON-COMPETE CLAUSE

On the termination of your services, you shall not engage in a business on your own account or as a partner with another employer in a like business so as to cause damage to the business interests of our company or the market it sells to for a period of 1 (One) year from the date of cessation of employment.

OTHER

1. You agree to devote your full time and ability to the company and shall not engage yourself in other employment, business or vocation, whether part time or full time and whether with or without necessary benefits, without the prior written consent of the company.
2. You agree to comply with and abide by the policies, procedures, guidelines, code of conduct, standing orders and other rules and regulations of the company that may currently be in-force or that may be issued or communicated to you from time to time, through the Employees' Manual, Circulars, Notices or otherwise.
3. Any payment, not due to you, but made to you by the company as a result of clerical/supervisory lapse, though may have recurred, will not entitle you to such payments as a matter of right. Management has the right not only to stop such payments, once detected, but will also recover such payments made earlier from amounts payable to you subsequently.
4. Compliance with all statutory regulations is of prime importance. Any negligence or failure on your part, in carrying out your duties which directly or indirectly results in non-compliance by the company, of any statutory regulation, will not only result in termination of this appointment but will also entitle the company to recover from you any penalty or loss to which the company is/was subject, together with any additional damages as the company may think fit and proper.
5. Your appointment is based on the assumption that you have never been charged with any criminal offence under the Indian Penal Code or any other Law in force. In case you are so charged during the period of your association with us, or if any past record of your having been so charged comes to light, your appointment will stand terminated automatically.
6. Your appointment is subject to your being fit, physically and mentally at all times, to carry out with clarity and in team spirit, the functions assigned to you.
7. Any physical disability or any history of disease or surgery, which may or may not have been disclosed by you prior to your selection, will result in termination of this assignment, if it results in your frequent absence from work or in inefficient performance of the work assigned to you.

8. You agree to indemnify and hold the company harmless from any and all claims, liabilities losses, actions, damages, and the like arising from or in connection with any negligent or intentional acts or omissions on your part.
9. You agree that even after undergoing training on your own, you will be put through on-the-job training with an independent orientation on certain specific skill areas. In Considering the same, should you wish to resign during this period, you agree to pay the company the money spent towards the training and/or six months salary at the discretion of the company as liquidated damages for the disruption of work and the possible loss of business to the company.

RELIEVING

In case you resign during the employment period you are expected to serve two months' notice. In case if the management is not satisfied with your performance then it is the discretion of the management to relieve you or not.

You are requested to return the copy of this appointment letter with your signature as a token of your acceptance for internal records purposes.

On our part we welcome you to the **OZRIT** Family and hope you will fulfill your responsibility with sincerity for a fruitful association.

With best wishes,

For Ozrit Ai Solutions Pvt.Ltd



Authorized Signature