

Date: Monday, September 02<sup>nd</sup>, 2024

To,


Name : G Pavan Kumar,

Address : HNo-1-10/2, Waddepalli Mandal, Mabubnagar, Telangana-509126.

Email : pavankumar.gonganlla@growith.io

Sub: - Appointment Letter.

**Dear G Pavan Kumar,**

Congratulations! 

We are pleased to release this Letter of Appointment in the position of "**Jr. Software Engineer**" with Uncode(AJR Info Systems Pvt. Ltd.) (hereafter referred as the "Company" or "Uncode").

**Date of Appointment:** Your Appointment is w.e.f. 02<sup>nd</sup> September, 2024.

**Designation:** You will be designated as "**Jr. Software Engineer**".

**Employee Code:** Your Employee Code is "200994".

**Timings:** You shall work Monday through Friday in 10:00 AM to 7:00 PM shift.

**Joining Location:** You will be initially based at our Hyderabad office: 608, Jain Sadguru Image's Capital Park, VIP Hills, Madhapur - 500081. However your services could be utilized / transferred at any of Uncode affiliate, client or partner offices with whom company has transactions, within or outside India, today or is to set up hereafter. On your transfer to any other place, you will observe the working timings and holidays as applicable to the location and place of work where you have been transferred without any change in remuneration.

**Remuneration & Taxation:** Your Annual Remuneration in terms of Cost to Company – CTC shall be in **₹2,40,000/- (Rupees Two Lakhs and Fourty Thousand Only)** which includes all allowances, the allocation and provisions of "CTC" is as indicated and attached in **Annexure -1**.

**Terms and Conditions of Employment:**

Your employment for Uncode (AJR Info systems Private Limited) ("Company" or "Uncode") will be governed by Company's Policies, as modified, from time to time and at Company's sole discretion. The Terms and conditions contained herein ("Terms and conditions of employment") must be read in conjunction with Company Policies. Any Policy infraction will amount to breach of your terms of employment and may lead to termination of your Services. These terms of Employment and policies shall be subject to modifications from time to time.

## **1. Hours of Work:**

- 1.1. A working day shall comprise Nine (9) hours, irrespective of shifts, and a break for an hour. You will wear your ID card all the time during in the office and you will use respective access point for login and log out.
- 1.2. You may require to work in shifts and / or in extended working hours, as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements exigencies from time to time, without any extra remuneration/compensation. Company may, at any time and in its sole discretion, change the shift timings as per the business needs.
- 1.3. Out of business requirement, you may be required to work out for our client's office/site within India. During such a deployment you will be required to align your daily working hours and/or regular work week as per the client's working norms as per the applicable law.

## **2. Duties:**

- 2.1. The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company from time to time, in its sole discretion, upon notice to you, alters or otherwise modifies these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients.
- 2.2. You will Devote substantially all of your time and effort during Business Hours (and such additional time as is necessary) to the performance of your responsibilities and assigned tasks as at the company.

## **3. Probation Period:**

- 3.1. You will be on probation for a period of one hundred and eighty (180) calendar days effective from the start date of your employment (date of Joining) with the company and may be confirmed as a permanent employee upon successful completion of your probation, based on your performance. Company may, in its sole discretion, at any time extend this period of probation for an additional period upon notice to you.
- 3.2. Uncode reserves the right to terminate your employment in case your performance, behavior and / or conduct during the probation period is found unsatisfactory.

## **4. Notice of Termination:**

- 4.1. Your employment can be terminated with one week notice period or salary thereof. In case if you are voluntarily leaving the employment, you must intimate us in writing and must serve minimum of two months' notice. On Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served.
- 4.2. In the event of employee voluntarily leaving the employment with in a period of 12 months from the start date of employment, the company reserves the right to deduct any amount spend on Training Program, certification, Salary advance, Relocation, expenses, visa and immigration, attorney's fee, Recruitment fee, any bonuses and any others expenses (if any) incurred in connection with your (employee's) employment/training by the company and the same will be adjusted in the employee's full and final settlement. The reliving letter will be provided subject to adherence to the aforementioned.

- 4.3. Upon termination of employment with the company, for what so ever reason for such termination you will return to, or leave with the company all documents, records, notebooks, computers, laptops, magnetic tapes, disks or other equipment or materials, including all copies, in his or her possession or control which contain any confidential Information or any other information concerning to the company or any of its affiliates or any of their respective products, intellectual property, services or clients. Upon separation from company, employees are required to surrender all Company Property including but not limited to computers, laptops, software, information recordable media, manuals etc , and holding if any access keys, corporate credit cards, and all other documents which may belong to, or have copied from any source belonging to the Company or any of its affiliates, customers and vendors.
- 4.4. If the termination is due to reasons of disciplinary proceeds or lack of performance, no payment will be paid by the company and in such cases termination may be with or without Notice period.
- 4.4.1. Company may terminate your employment immediately, with or without notice, on the occurrence of
- 4.4.1.1. Embezzlement, intoxication or illegal drug abuse, unauthorized absence more than Three Calendar days (In excess of the Company Leave Policy,), unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients.
- 4.4.1.2. Engaging in misconduct (will, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and /or involvement in any act of Moral Turpitude.
- 4.4.1.3. After termination of your employment, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including use of the name of the Company or the logo of the company. You shall also inform all concerned parties, as well as update all your professional references, Social media accounts, including but not limited to your LinkedIn and Facebook profiles, to reflect that you are no longer associated with the Company in any capacity whatsoever.
- 4.4.1.4. During your employment, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.
5. **Absence & Abandonment of Service:** If an employee (you) remains absent from work for five consecutive days or overstay leave originally granted or subsequently extended, it will be presumed that he/she it will be presumed that he/she has abandoned the employment and will be considered, as absconding from Services and will be dealt as per company's policy and procedure on the matter.

6. **Retirement:** You will automatically retire from Employment with the Company on the last day of the month in which you complete Fifty Eight (58) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

**7. Background Check:**

- 7.1. This appointment is based on the details provided by you in the company application form/employee data form/during the interview/data provided prior to or at the time of joining.
- 7.2. The employment is based on Indian Laws and subject to no adverse information being obtained during reference checking with previous employer(s), validation of educational qualifications or background checks, and approval of your employment application.
- 7.3. The company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details, your prior work experience details, if any and do conduct any criminal checks. You expressly consent to the Company to conduct such background checks as and when required.

If the company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company Reserves the right to terminate your employment with or without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

The background check initiated after your joining the Company, When a back ground check raises any concerns regarding any of the details furnished by you and the Company feel the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

8. **Increments and Promotions:** Your performance and contribution to the company will be an important consideration of salary increments; Increments are not automatic but will be based solely on efficient, satisfactory and loyal discharge of duties as assessed by company.
9. **Communication:** On the general notices, which may be intimated by email, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by post at the given by you at the time of your Joining the company or such address as may be intimated by you to the management thereafter.

**10. Ownership of Intellectual property.**

- 10.1. All inventions improvements, developments and/or discoveries (whether or not presentable), and all works of authorship (whether or not copyrightable) (hereinafter collectively "Intellectual Property") that are related to this business of the company, or the Company's Customer's for whom you have provided computer programming, engineering or consulting services as an employee of the company which conceives of create or make within the scope of the employment, whether solely or jointly with another or others, shall be the sole and exclusive property of the Company and/or its Customers or their respective successors , assigns or nominees, as determined by the Company and Customers involved (the "Owner"). Further you shall promptly and fully disclose all such Intellectual Property and shall execute, acknowledge and deliver, upon request of the Owner and without further compensation, either during or subsequent to the employment, all instruments which are desirable or necessary to procure an application for and to acquire, maintain and enforce all letters, patents, trademarks, registrations and copyrights covering such Intellectual Property in all countries and to assign and transfer your entire right, title and interest in and to such Intellectual Property to the Owner and to otherwise more fully evidence Owner's Ownership of it and if for any reason the assignment pursuant to this clause is not effective, you will hold all such IPR' in trust for the sole benefit of the Company.

- 10.2. During the course of your employment at the Company, you will not improperly use or disclose any confidential or proprietary information or trade secrets of your former employers, principals, partners, clients, customers, suppliers, etc., and you will not bring onto the premises of the Company (including its servers, etc.), any unpublished document or any property belonging to any such persons or entities unless such persons or entities have given their consent, and only after disclosing the same to the Company and obtaining consent from Company.
- 10.3. You agree not to violate any non-disclosure or proprietary rights agreement you may have signed in connection with any such person or entity.
- 10.4. You recognize and agree that the Company is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, IPR financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, books, hardware, etc. You agree that you shall not in any manner whatsoever, represent and/ or claim that you have any interest by way of ownership, assignment or otherwise in the same.
11. **Non-Compete:** You undertake that (i) during the tenure of your Employment in the Company and (ii) when you leave the organization/Company upon your employment being determined; for two years after determination of employment, you will not:
- 11.1. Directly or indirectly (including through an Affiliate) carry on or be interested, whether as business partner, business associate or otherwise in any business in India, which competes with the business of the Company in India, without first obtaining the written consent of the Company. For the sake of clarity, it is hereby confirmed that any act of you meant to advise, consult, serve or assist any party whose business competes with that of the Company and its group Companies in India amounts to carrying on business which competes with the business of the Company;
- (a) solicit the business of any Person who is (or has been at any time since the date of this Agreement) a customer, client, supplier or agent of the Company in competition with the Company in India; or persuade any Person in India who is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company;
- (b) act in a manner prejudicial to the interests of the Company; or
- (c) employ or attempt to employ or assist anyone else to employ any Person who is in the employment of the Company at the time of the termination of the Agreement or at any time during the preceding twelve months preceding the termination, whether or not in so doing that employee may commit a breach of contract provided that this clause shall not apply to the Person who has responded to a public advertisement. The Company acknowledges that employees of the Company will have access to and will be possessed of Confidential Information and that preserving the confidentiality of such information is of critical importance to the business of the Company.
12. **Non-Solicitation of Employees:** I acknowledge that the company's relationship with its employees is valuable business assets. I will not, directly or indirectly, for myself or for any third party, during my Engagement and for Fifteen months thereafter, recruit, induce, solicit for hire or divert, from the Company any employee of the Company.
13. **Non-Disclosure:** You shall not use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, the particulars/details/knowledge of any processes, technical know-how, administrative, personnel, organizational/ business matters or any other matter relating to various aspects

of operations of the Company or of any of its affiliate or subsidiary companies, which you may have acquired during the course of or as incidental to your employment, and which are of a sensitive or confidential nature, and/or disclosure of which may adversely affect the interests of the Company or any of its affiliate or subsidiary companies, in any manner. This clause will survive your employment with the Company. You will also be required to sign a separate non-disclosure and confidential agreement on joining the services of the Company.

14. **Company Policies & Terms:** The Company reserves the right to change/alter its policies/procedures/terms at any given point of time without giving any advance notice to the employees. However, the same would be updated in the respective employee policies documents and a communication would be made to the employees through company's internal communication media. All the employment terms including the terms mentioned herein this appointment letter and referred annexures are also subject to change or revisions by the company on a regular basis as it deems right in the interest of the company and the employees. All such revised terms shall automatically come into effect upon Company Management's approval and communication to employees.
15. **Other Terms & Conditions:** you agree not to undertake employment, whether full-time or part-time, in any form of designation of any other organization/entity/engaged in any form of business activity without the consent of the Company. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the Company.
16. **Indemnification:** You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Appointment letter.
17. **Governing Law:**
  - 17.1. This agreement shall be governed by the laws of INDIA and The State of Telangana as applicable and you hereby agree to the exclusive jurisdiction of the courts in Hyderabad, India.
  - 17.2. If any provision of this Agreement determined by final Authority of proper jurisdiction to be invalid or unenforceable shall be ineffective solely to the extent of such invalidity or unenforceability, without affecting any way the remaining provisions hereof.
18. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.

**For Uncode (AJR Info Systems Pvt Ltd),**



**Authorized Signatory.**

**Acceptance As Is:**

I **G Pavan Kumar** have read this letter of Appointment in full and agree with all the above terms and conditions of employment with **Unicode (AJR Info Systems Pvt Ltd)**. I also confirm that I have read, understood and agree to comply with the Non-Disclosure & Non Solicitation Agreement, Code of conduct, Company Policies other rules and regulations mentioned above.

**Signature:**

Print Name: G Pavan Kumar

Date: 02-09-2024

**Annexure -1**

SALARY BREAK-UP			
		Per Month	Per Year
Allowances	Basic	8,000	96,000
	HRA	3,200	38,400
	Conveyance	1,600	19,200
	Other Allowance	5,590	67,080
	<b>Gross Salary</b>	<b>18,390</b>	<b>2,20,680</b>
Benefits	EPF (ER)	960	11,520
	ESIC (ER)	650	7,800
	<b>CTC</b>	<b>20,000</b>	<b>2,40,000</b>
Employee Deductions	EPF (EE)	960	11,520
	ESIC (EE)	150	1,800
	PT	200	2,400
	<b>NET SALARY</b>	<b>17,080</b>	<b>2,04,960</b>
Note : TDS as per Income Tax Act 1961			