



Address: 85 Ducie Street, Manchester, M1 2JQ, England, United Kingdom

Email: recruitment@makerble.com

Date: Apr 27 2024

Full Name:

Address:

Role: Junior Rails Developer

Subject: Appointment Letter

Dear _____

We are pleased to offer you, the position of Junior Rails Developer at Makerble (the 'Company') on the following terms and conditions:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise):

"Board"

the board of directors of the Company (including any committee of the Board duly appointed by it);

"Business Opportunities"

any opportunities which the hired candidate becomes aware of during the Engagement which relate to the business of The Company;

“Capacity”

as agent, consultant, director, hired candidate, owner, partner, shareholder or in any other capacity.

“Commencement Date”

1/05/2024

“Confidential Information”

information (irrespective of the form in which it is recorded) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company including, without limitation, technical information and know how related to the business of the Company or any of its business contacts, including in particular by way of illustration only and without limitation wireframes, designs, technical specifications, client records, internal playbooks;

“Engagement”

the engagement of the hired candidate by the Company on the terms of this Agreement;

“Intellectual Property”

all inventions (whether patentable or not), patents, utility models, designs (both registered or unregistered), database right, copyright, and trademarks (both registered and unregistered) together with all rights to the grant of and applications for (and all associated rights to claim priority) the same and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world and all future rights of such nature, and in each case for the full term of the relevant right;

“Pre-Contractual Statement”

any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this Agreement;

“Quarter”

any period of three consecutive calendar months which shall commence on the Commencement Date or any date which is the date after the end of the previous quarter;

“Tax Authority”

any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect tax in the United Kingdom or elsewhere;

“Termination Date”

the date of termination of this Agreement howsoever arising.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is enforced for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being enforced made under it.

1.4 A reference to one gender includes a reference to the other gender.

The schedules to this Agreement form part of (and are incorporated into) this Agreement.

2. DUTIES

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time.

2.1. The hired candidate agrees:

2.1.1. to provide the Services with all due care, skill and ability and use the best endeavours to promote the interests of the Company;

2.1.2. unless prevented by ill health or accident, devote 8 working hours per weekday (Monday to Friday) in each calendar month to the carrying out of the Services together with such additional time, if any, as may be necessary for their proper performance; and

2.1.3. not directly or indirectly to accept any commission, discount, gratuity or other benefit from any person who has or is likely to have a business relationship with the Company.

2.1.4. Not directly or indirectly works with other company as part time or full time.

2.1.5. to comply with the company's procedures related to client billing and monitoring internal efficiency by, for example, completing timesheets as requested.

2.2. Unless he/she has been specifically authorised to do so by the Company in writing, the hired candidate shall not:

2.2.1. have any authority to incur any expenditure in the name of or for the account of the Company; or

2.2.2. hold themselves out as having authority to bind the Company.

3. COMPENSATION

Your salary and other benefits will be as set out in Schedule 1, hereto. Your compensation may vary and/or delay based on your performance or client's payment. The company reserves rights to change the monthly fixed cost to other approach eg. goal based approach where you'll be compensated based on the achievement done during the sprint/deadline.

Your probation period will be 183 days. During the probation period, you'll be getting 60 of your compensation.

4. LEAVE/HOLIDAY

- 4.1. You are entitled to 10 working days of paid leave.
- 4.2. The Company shall notify a list of declared holidays in the beginning of each year.

5. COMPANY PROPERTY

You will always maintain in good condition Company property (including remote access properties), which may be entrusted to you for official use during the course of your contract and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

6. TERMINATION:

- 6.1. You are entitled to 60 working days of notice period from the date of acceptance of resignation.
- 6.2. The Company reserves the right to terminate your contract summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or poor performance, or have committed any fundamental breach of contract or caused any loss to the Company or the continuation of your role is no longer in the commercial interests of the Company in the opinion of the Board.
- 6.3. The Company reserves rights to hold your payment or cancel the payment if there's a delay in tasks, poor performance or any other reasons resulting in financial loss to the company.
- 6.4. On the termination of your contract for whatever reason, you will return to the Company all property (Both physical & digital); documents and paper, both original and copies thereof, including any samples, literature,

contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your contract or to clients' business affairs.

7. CONFIDENTIAL INFORMATION

- 7.1. The hired candidate acknowledges that in the course of the Engagement he/she will have access to Confidential Information.
- 7.2. The hired candidate shall not (except in the proper course of duties) either during the Engagement or at any time after the Termination Date, use or disclose to any person, firm or company (and shall use the best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - 7.2.1. any use or disclosure authorised by the Company or required by law; or
 - 7.2.2. any information which is already in or comes into the public domain otherwise than through the hired candidate's unauthorised disclosure with effect from the time that information enters the public domain.
- 7.3. All documents, manuals, hardware, social media accounts, software and other embodiments of Confidential Information provided for the hired candidate's use by the Company and any data or documents (including copies) produced, maintained or stored in the Company's cloud storage systems/physical storage remain the property of the Company.

8. INTELLECTUAL PROPERTY

- 8.1. If, during the course of this Agreement in the provision of the Services the hired candidate makes, whether alone or jointly with any other person(s), any Intellectual Property which relates to or is useful in connection with the business of the Company, the hired candidate shall disclose it to the Company immediately together with all relevant details. In the case of an invention the hired candidate shall give the Company full particulars of the invention together with all information, data, drawings, models and samples relating to the invention and in the case of designs and copyright works, a copy of all such designs and works.
- 8.2. All rights in Intellectual Property which may be created by the hired candidate in the course of the provision of the Services to the Company

shall be the sole and exclusive property of the Company and the hired candidate hereby assigns all such Intellectual Property (“Company Intellectual Property”) to the Company by way of present assignment of future rights with full title guarantee. If it is not possible by operation of law for the hired candidate to assign such rights in a territory outside the United Kingdom the hired candidate shall hold such rights on trust for the Company and shall execute such documents as may be necessary to effect such disposition of rights as is closest in effect to an assignment to the Company.

- 8.3. All embodiments of Company Intellectual Property in whatever form and all records relating to such Company Intellectual Property (in all media) shall be the property of the Company. The hired candidate shall surrender these to the Company either on the termination of this agreement, or at the request of the Company at any time during the course of this Agreement, and shall not keep any copies, except with the Company’s written consent and solely for the purpose of continuing to provide the Services.
- 8.4. The hired candidate undertakes:
 - 8.4.1. to notify the Company in writing full details of any Company Intellectual Property promptly on its creation;
 - 8.4.2. to keep any and all Company Intellectual Property confidential at all times as Confidential Information; and
 - 8.4.3. not to register nor attempt to register any of the Intellectual Property Rights in the Company Intellectual Property unless requested to do so by the Company.
- 8.5. The hired candidate shall, if requested by the Company, execute all documents and do all things which are necessary or desirable for perfecting the assignment to the Company and obtaining the best possible protection in respect of all Company Intellectual Property in territories specified by the Company. In the case of registrable rights the hired candidate shall, if requested by the Company, execute all documents and do all things which may be necessary or desirable for obtaining the best possible registered protection in territories specified by the Company.
- 8.6. The hired candidate waives any and all such moral rights in Company Intellectual Property arising under Chapter IV of the Copyright, Designs and Patents Act 1988 together with all similar and analogous rights in

other territories to the extent permissible under the relevant legislation in the relevant territory.

- 8.7. Any work you do with us will include Research & Development and is likely to be 100% of your work with us.

9. OBLIGATIONS UPON TERMINATION

- 9.1. On the Termination Date the hired candidate shall:
- 9.1.1. immediately deliver to the Company all documents, books, materials, records, correspondence, social media account login credentials, login credentials for other software used in relation to the provision of the Services, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company and any keys and any other property of the Company which is in possession or under the control;
 - 9.1.2. irretrievably delete any information relating to the business of the company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in possession or under his/her control outside the premises of the Company; and
 - 9.1.3. provide a signed statement that he/she has complied fully with the obligations under this Clause 10.

10. POST-TERMINATION RESTRICTIONS

- 10.1. The hired candidate covenants with the Company that he/she will not at any time either during the continuance of this Agreement or for a period of 24 months after its termination enter into competition with the Company either on their own behalf or jointly with or for any other person firm or company (whether directly or indirectly) and shall not:
- 10.1.1. canvass, solicit, interfere with or endeavour to entice away from the Company any Client, with whom the hired candidate is/was at any time during the previous 24 months actively involved on behalf of the Company, in respect of services similar to the Services being provided by the Company; or
 - 10.1.2. seek to do business or deal with any Client, with whom the hired candidate is/ was at any time during the previous 24 months actively involved on behalf of the Company, in respect of services similar to the Services being provided by the Company.

- 10.2. The hired candidate covenants with the Company that he/she will not at any time during the continuance of this Agreement or for a period of 24 months after the termination of it solicit or endeavour to solicit, whether directly or indirectly, any senior hired candidate of the Company (with whom at any time during the period of 24 months prior to such termination the hired candidate was actively involved, whether in breach of the terms of their contract or not) to leave.]
- 10.3. Clauses [10.1] and [10.2] will survive the termination of this Agreement.

11. STATUS

- 11.1. The hired candidate undertakes that tax on or in respect of any fees paid or to be paid to the hired candidate pursuant to [Clause 3] of this Agreement
- 11.2. The hired candidate undertakes that he/she will:
- 11.2.1. co-operate fully with any request by the Company relating to any matter arising in connection with its tax compliance procedures to the extent that it relates or may relate to the arrangements contemplated by this Agreement;
 - 11.2.2. provide full and accurate details of any tax paid/self-assessed as may be requested by the Company from time to time; and
 - 11.2.3. authorise, request or procure the disclosure of information from the relevant Tax Authority to the Company as the Company may request in the event of an enquiry by such a Tax Authority relating to or in connection with the arrangements contemplated by this Agreement.

12. NOTICES

- 12.1. Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or special delivery to the relevant party at (in the case of the Company) its registered office for the time being and (in the case of the hired candidate) last known address or by sending it by email to the email address notified by the relevant party to the other party. Any such notice shall be deemed to have been received:
- 12.2. if delivered personally, at the time of delivery;

- 12.3. in the case of pre-paid recorded delivery or special delivery 48 hours from the date of posting (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer);
- 12.4. in the case of email, 48 hours after sending.
- 12.5. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or special delivery.

13. ENTIRE AGREEMENT

- 13.1. Each party on behalf of itself acknowledges and agrees with the other party that:
- 13.2. this Agreement (together with any documents referred to in it) constitutes the entire agreement and understanding between the hired candidate and the Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
- 13.3. in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and
- 13.4. the only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this Agreement shall however operate to limit or exclude any liability for fraud.

14. VARIATIONS

- 14.1. The agreement shall vary based on company’s decision & it’s the hired candidate’s duty to verify the updated agreement over a period of time.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter on formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.
- 15.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under

or in connection with this Agreement (including non-contractual disputes or claims).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

16. ACCEPTANCE

Please confirm your acceptance of this Contract by signing and returning the duplicate copy. We welcome you, and look forward to receiving your acceptance and to working with you.

Yours Sincerely,
Ananthaprakash Thiyagarajan,
CTO, Makerble
Date: Apr 27 2024

Signature: *Ananthaprakash Thiyagarajan*

And the hired candidate,
Name:
Role:
Date:

Signature:

Schedule I - Compensation Details

Payment Type	Per Year
Fixed Pay	3 LPA INR
Variable Pay	60K INR (6 month frequency)
Total	3.6 LPA INR

Note: the hired candidate is responsible for paying taxes based on their country's regulation.