Gitakshmi TECHNOLOGIES

Ref: OFFER/2024/001
Date: 5/1/2026
John Doe
123 Sample Street, Mumbai - 400001

APPOINTMENT LETTER

Dear **John Doe**,

In continuation to our offer of appointment and subsequent discussion we had with you regarding joining our organization, we are pleased to appoint you in our organization on the following terms and conditions:

Position	: Software Engineer
Base Location	: Mumbai, India
Date of Joining	: 5/1/2026
Remuneration	: Covered in Annexure 'A'

1. Appointment: -

1.1. Your base location will be Ahmedabad or Project Location. During your employment with the company, you will be liable to be transferred or deputed to any of the office/ department/ unit of the company/ Associate/Subsidiary/Group Companies whether existing or to be set up, whether in the same town/city or anywhere in India or abroad on the same or similar terms and conditions of employment.

1.2. You may be required to be deputed at any of our client's site at any location, in India or abroad. While on deputation at any client's site, you shall observe and abide by the rules of discipline applicable at the client's work place including other norms, policies and maintain decorum.

1.3. On joining you shall report to the respective team lead and in his absence any other person nominated by him.

1.4. Your employment with the company is subject to your providing documentary proof of your last drawn salary, relieving letter from previous employer, experience certificates, two passport size photographs, educational qualifications and any documentary evidence as per process of the company, is also subject to your furnishing an undertaking that you are not subject to any contractual restrictions.

1.5. The company relies upon the accuracy of information contained in the Employment Application Form, as well as the accuracy of data presented throughout the hiring process and employment. Any misrepresentations, falsifications; or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, may result in termination of employment.

2. Remuneration: -

2.1. Your salary/remuneration per month is provided in the Annexure-I attached herewith.

2.2. Salaries, facilities and other sums payable under this appointment are subject to the provisions of Income Tax Act, 1961 relating to deduction of tax at source or any other tax applicable in relation to

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your employment with us, and all payments made to you by us shall be subject to statutory provisions in force from time to time.

2.3. You shall present your claims for reimbursement of actual expenses with due diligence and supported by documentary evidence wherever possible and in case of any query, the responsibility of explaining/ justifying the expenses would rest with you only and no liability whatsoever would be taken up by the company.

2.4. You will be covered under the company's Personal Accident Insurance Scheme.

2.5. The company shall have the right to vary, amend and modify any item of the pay packet without adversely affecting the total emoluments.

2.6. You will be eligible for yearly appraisal. Appraisals are done through company's Performance Management & Review system. Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right. Please refer the Personnel Policy of the Company.

3. Leaves: -

3.1. You shall be entitled to customary legal holidays as per the Holiday List released by the company yearly.

3.2. You shall be entitled for working day leaves in the calendar year or on pro-rata basis as per the joining date. Please refer the Leave Policy of the Company to know the detailed bifurcation.

3.3. Leaves have to be planned and require necessary approval from HR and the Reporting Manager for consideration.

3.4. In the event where you are absent from duties without prior intimation or leave approval or you overstay the sanctioned leave, the Management has all rights to take necessary disciplinary action or even terminating your services.

4. Confidentiality: -

4.1. You shall not without the prior consent of the company engage directly or indirectly in any other business, occupation or activity during or after duty normal working hours which could of night reasonable be considered by the company to impair or affect the ability of the employee to act in the best interest of the company.

4.2. During your employment you shall not directly or indirectly take any corporate opportunities or otherwise engage in any conduct adverse to the best interests of the company.

4.3. We are customer driven company. Being a part of it, you shall endeavor to complete all the projects, entrusted to you, with utmost customer orientation.

4.4. You are required not to divulge, communicate or pass on any information in any form related to any aspect of the company to anyone who is not associated with the Company.

4.5. You are required to strictly maintain the secrecy of and not divulge or communicate in any manner, any information regarding your remuneration/ terms of employment to any employee of the company. Any such disclosure will be treated as a serious case or indiscipline and will also amount to breach of the terms of employment.

4.6. All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten and also information and instructions that pass through

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you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment.

4.7. You are required to deal with the company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or dishonesty in dealing with the company's money or material or documents or of theft or of misappropriation regardless of the value involved, your services will be liable for termination with immediate effect, without prejudice to the rights of the company to take appropriate legal proceedings against you at your costs and risks for the loss, if any, caused to the company.

4.8. During the period of 2 years immediately succeeding the termination of your employment for whatever reason, you will not directly or indirectly and without company's prior written consent: -

4.8.1. Provide any software engineering, consulting or programming services to any person, firm, company or company who shall at any time prior to the termination of your employment have been a customer or client of the company or end-user or any customer or client of the company for which or for whose benefit you provided services during your employment, or

4.8.2. Solicit or entice away or attempt to solicit from the company any person, firm, company or end- user of any customer or client of the company for which or for whose benefit you provided services during your employment, or

4.8.3. Solicit or entice away or attempt to solicit from the company any person who is an officer, or manager or Employee of the company whether or not such person would commit breach of his contract of employment by reason of leaving such employment.

5. Service Commitment: -

5.1. The employee undertakes to serve the company or any of its associated affiliated companies to which he/she may be transferred. The employee undertakes to give 3 (three) months of notice. And he/she agrees not to take employment with any other person, firm or organization during this three Months of Notice period. Any leaves, Absenteeism is not expected during this notice period, if at all it is there, the notice period will get extended for such leave/absent period automatically. Notice Period across all the grades is 3 months and cannot be bought by an employee or the future employer. For the purpose of resignation/termination, the employee undertakes to execute the Exit cum Separation Agreement and pursuant to which the full and final settlement of all amounts due to the employee shall take place.

5.2. The Employee undertakes to serve the company for minimum period of 12 Months as commitment to the organization for due performance. In the event of the Employee's failure to fulfil the Twelve months, the employee shall be liable to pay the company Rs. 200,000/- (Rupees Two Lakh Only). The Employee is given this undertaking in consideration, of the considerable expenditure incurred by the company on his/her training/building career opportunity on developing Employee's technical skills and consequently Employee's professional standing.

5.3. In the event where the company deputes the Employee to work for its overseas deputation, the employee will be required to return to India after the deputation, and to serve the company for a minimum period of six months from the date employee reports back in India.

5.4. In the event the company selects the Employee for a training course/ program on an overseas deputation and the Employee chooses to go for this training course/program, the Employee will be required to serve the company for a minimum period of six months after completion of the overseas training.

6. Anti-Bribery & Anti-Corruption: -

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Gitakshmi's commitment is to conduct the business in compliant environment with honesty, integrity and in conformity with the highest possible ethical standards to ensure monitoring, prevention and detection of fraud, bribery and all other corrupt business practices. We take a zero-tolerance approach to bribery and corruption and are committed to act professionally, fairly and with integrity in all our relationships and business dealings wherever we operate. We strive to implement and enforce effective systems to counter bribery and promote "Zero Dishonesty".

This Anti-bribery and Anti-Corruption Policy (this "Policy") applies to all individuals working for GITAKSHMI TECHNOLOGIES PRIVATE LTD.

6.1. Policy and regulations prohibiting bribery and corruption:

6.1.1. It is illegal to directly or indirectly offer or receive bribe. It is also a separate offence to bribe a government/ public official.

6.1.2. In order to obtain or provide undue benefit/ undue advantage on behalf of an employee his/ her representative or relative provides, solicits or accepts cash or its equivalent, entertainment, favors, gifts etc. to or from present/ prospective competitors, vendors,

6.1.3. Non-Disclosure of Conflict of Interest as per policy of GITAKSHMI TECHNOLOGIES PRIVATE LTD.

6.1.4. The basic rule is that we do not accept gifts from partners, suppliers, vendors or others. It is a good habit to politely decline gifts simply citing our company policy.

6.2. Violations and Penalties:

6.2.1. In addition to the individual penalties including statutory penalties provided under any law for the time being in force, any employee who breaches this Policy will be subject to disciplinary action, which could result in termination of the employee's services or any other action as deemed fit by the company.

7. Termination of Employment: -

7.1. The company has the right to terminate your employment without notice in lieu thereafter in the following cases:

7.1.1. If in the opinion or the company, you have committed any material breach of any of your duties and responsibilities herein contained.

7.1.2. If you have been declared insolvent or bankrupt or are charged with any criminal offence this is prejudiced to the interest of the company.

7.1.3. If the company is restricted from continuing to employ you by means of any other legal

7.1.4. If your performance is not satisfactory to the management.

7.2. In the event you resign without giving the requisite notice or successful completion of any ongoing assignment, whichever is later and without prejudice to, and in addition to, any other rights or remedies of the company, and in consideration of the time expenses and effort to be considered expended by the company or advertise for and seek a suitable candidate to undertake your duties and complete the project/job on hand, as well as the damages which the company may be liable to pay to the company's client, you shall pay 4 (four) times the amount equivalent to the liquidated.

7.3. Upon your retirement/resignation or the termination of your employment by the Company. however, the termination may occur; you will promptly return to the Company all documents, computers, items provided to you by the company for your personal/official use, files, notes, lists, computer disks, recordings, print-outs, drawings, and the like (including, without limitation, any

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materials reflecting or containing Confidential Information) that are in your possession or under your control and that relate to the operation and business of the Company. You shall not be entitled to retain any duplicates or summarize of or notes on any of the foregoing. You shall reimburse the company for all losses if the forgoing properties are listed as damaged.

8. Retirement: -

8.1. You retire from service on attaining age of 60 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill-health as certified by the medical officer/medical practitioner nominated by the company.

9. Jurisdiction: -

All terms and conditions of employment framed from time to time by the company will be applicable to you, and you will strictly adhere to them. This contract is subject to the laws of India and shall be subject to jurisdiction of the competent court at Mundra, Gujarat.

On behalf of the company, I welcome you to Gitakshmi Technologies (P) Ltd. In token of your acceptance of the appointment under the above terms and conditions, you are requested to sign the duplicate copy of this letter and return the same to us within 2 (two) days from the date of receipt of the appointment letter.

Yours Truly,

For, Gitakshmi Technologies Private Ltd.

Gitakshmi Technologies Private Limited

Rushik Joshi

Authorized Signatory

Acceptance

I have carefully read and understood all the above terms & conditions of service, mentioned in this appointment letter and accept them all in to unconditionally and without any reservations.

Employee Signature

John Doe

Date: 5/1/2026
Place: Mumbai, India

Annexure "A" **CTC Structure**		
Name	John Doe	
Designation	Software Engineer	
Site / Location	Mumbai, India	
Salary Head	**Monthly**	**Yearly**

Rushik Joshi

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NONCOMPETE AND NON-DISCLOSURE AGREEMENT

I, **John Doe** C/O **Mr. Doe Sr.**, Resident of Address **123 Sample Street, Mumbai - 400001** In consideration of **M/s. GITAKSHMI TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its office at **Office No. 701, 7th floor Kaivanna, Ambawadi, Off C.G. Road, Ahmedabad, Gujarat - 380006**. (Hereinafter referred to as "GITAKSHMI" having employed me and given me opportunity to provide services to GITAKSHMI and /or the GITAKSHMI 's Client(s) and for other good and valuable consideration, the receipt and adequacy of which, I do hereby acknowledge and further agree as follows.

All information obtained by me such as GITAKSHMI's pricing, Client contact, work availability and information provided by Client which is considered confidential information / material by GITAKSHMI and also any information obtained in exploring potential work opportunities, which is not publicly disclosed by GITAKSHMI, shall be considered strictly confidential and proprietary to GITAKSHMI or to GITAKSHMI's Client(s) who shall supply or provide such information.

By way of example, GITAKSHMI's pricing, Client contact, work availability and Client provided information is considered GITAKSHMI's confidential information / material. I shall not at any time during or after termination of this Agreement, utilize the information in a manner detriment to GITAKSHMI's Client(s), or disclose such information or the nature of such information herein, except as may be expressly authorized in writing by GITAKSHMI. GITAKSHMI shall have all rights and remedies to enforce this provision including, but not limited to, an injunction to enjoin and restrain any violation of this agreement.

Under this Agreement, all the computer program (including source code, object code and listings) or other work of authorship developed by the Company, all intermediate and partial versions thereof, as well as, all program materials, flow charts, client contact information, wages, billing, contract terms, personnel information, other company agreements and information intrinsic to the operation of the company's business, notes, reports, documentation, outlines, customer lists and the like created in connection with the clients' project, including any formulae, processes, algorithms, ideas and other information concerning the company, their clients, employees, sub- contractors, associates, successors and assigns, all legal aspects and all personnel also other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of employment is "Trade Secrets" and is developed and owned by the Company and the Employee does not have any right what so ever on any development/ document/ information/ configuration etc.. No employee/ contract or associate employee will have any right so ever on any development/ document/ information/ configuration, all this will have owned by GITAKSHMI and its client.

I agree that I will not provide (or advise others of the opportunity to provide), directly or indirectly, for ourselves or for another party, any service to any Client to which I have been introduced to, or about which I have received,

Information through GITAKSHMI under this Agreement. This restriction will be applicable during the time of employment services and for a period of one (1) year after termination of employment with any or all Clients that I may be affiliated with through GITAKSHMI. This restriction also includes one (1) year from the first date such information is provided, regardless of whether or not an employment agreement results from introduction to Client(s) by GITAKSHMI.

I also agree not to recruit, solicit or hire, for our own account or purposes, or the account of others, any of GITAKSHMI's Clients, employees, consultants or other personnel while I am performing any and all services for GITAKSHMI and/ or GITAKSHMI's Clients at any time during our contract with GITAKSHMI/GITAKSHMI's Client(s), and for a for the purposes of this Agreement the words "I", "me", and "our" refer to the undersigned.

Name: **John Doe**

Designation: **Software Engineer**

Name of the organization/person: **GITAKSHMI TECHNOLOGIES PRIVATE LIMITED**

Corporate Address: **Office No.701, 7th Floor, Kaivanna Complex, Off C.G. Road, Panchavati Society, Ambawadi, Ahmedabad, Gujarat - 380006**

Signature:

Date: