

Employment Offer Letter

Date: 13th Aug 2025

To,
Rushikesh Shinde
7378406200
Nashik

Dear Rushikesh,

Congratulations!

We are delighted to offer you the position of **Software Engineer (SE00) – Web** in Our Organization.

This letter outlines the terms and conditions of your employment with **Kritrim AI Solutions**.

Position: Software Engineer (SE00)

Joining Date: 13th Aug 2025

Job Responsibilities : To design and develop all the necessary software components for the solutions offered by company to its customers.

Place of work:

- a) Your base location of work shall be **Nashik, Maharashtra** and you may have to work from different locations depending on the business requirements at the discretion of the Company.
- b) You may also be expected to work from a remote location as and when required by the Company. In such a scenario you agree to have the proper infrastructure for remote working, e.g., suitable internet connection, quiet workspace, etc. You acknowledge that the Company shall not provide any additional reimbursement for any expenses incurred by you to set up work from home infrastructure, e.g., electricity bills, internet charges, etc.
- c) You can be posted to any location in India or abroad, as may be required for the Company's business, subject to Company's policies from time to time.

- d) In the interest of a particular project, the Company may expect you to work from any of its or its customer's offices. Although, the Company will endeavor to ensure that such change in location does not cause any disruption to you or your family, we cannot guarantee the continuation of any specific facility or perquisite in the new location. In all such cases of transfer, you will be governed by the Company's transfer policy.

1. **Remuneration:**

- a) You will be paid the Cost to the Company (CTC) as detailed in **Annexure A** of this letter, which shall be subject to applicable statutory deductions and withholding of taxes.
- b) In addition to the above, you shall be entitled to receive various employee benefits as detailed in **Annexure A** of this Letter. These benefits are governed by the Company's policies and are subject to revision from time to time.
- c) Salary reviews will be in accordance with the Company's standard policy. Please note that your salary is location-based i.e., it is based on the cost of living at your base location. Therefore, if you are relocated, your salary may be adjusted to the cost of living at the new location. This may be higher or lower than your current salary and will be discussed with you in advance.
- d) In the event of a change in the existing statute or the introduction of a new statute(s), the Company reserves the right to adjust the salary components to ensure that the payments are made in compliance with such applicable laws.
- e) Your remuneration package is strictly confidential between you and the Company and should not be discussed with any colleague, manager, senior nor disclosed to anyone in any manner (or for any reason) whatsoever.
- f) Any incentive-based compensation, performance bonus, variable payment, or any other voluntary benefit extended by the Company pursuant to this Letter or any other agreement or arrangement will be subject to deductions and claw back as the Company may decide (at its discretion) in any event where you are found to be guilty of misconduct, or breach of any terms of your employment or the policies of the Company.

2. **Hours of Work:**

- a) You will be required to **work for 9 hours per day (Monday to Saturday) including an hour for lunch**. Further, depending on project/work contingencies, workload, and business requirements, at any given time you may be required to work outside these stated hours, including weekends. Your annual compensation is structured to address all such contingencies and therefore we do not have a policy for overtime payment, or payment or hardship allowances.
- b) You may also be expected to travel to other locations at times outside of your official working hours. You may at any time be called upon to perform tasks other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with care and diligence.
- c) You agree to work for timing that overlaps with the Company's global clients/offices as needed.

3. Probation Period:

- a) **You will be on probation for a period of 6 months from your joining date.** At the discretion of the Company, the probation period may be extended for another 3 months, if it is found that the services provided by the Employee are interrupted or are not satisfactory.
- b) On successful completion of the probation period, if in the opinion of the Company, you are found suitable for the appointed post, your appointment will be confirmed and communicated to you in writing by the Company.

4. Leave:

You will be entitled to paid leave each year as per the Leave Policy of the Company.

5. No Dual Employment:

During your employment with the Company, you shall devote your full time and attention to fulfilling your responsibility towards the Company. For this, you will refrain from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. If company find any such evidence, you will be terminated with immediate effect and your long-term benefits if any will be hold.

6. Resignation/Termination:

- a) **Resignation by Employee:** In case of resignation during the Probation Period, you will be required to serve a prior written notice of at least **30** working days. After your confirmation, you will be required to serve prior written notice of **60**
- b) months. In case of resignation, the Company reserves the right to:
 - (i) relieve you earlier than the Notice Period.
 - (ii) direct you not to perform any of your duties and to remain away from the Company premises and/or to not contact clients or other employees of the Company for all or a part of the Notice Period.
 - (iii) decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you.
 - (iv) recover any shortfall in the Notice Period by claiming payment of an amount equivalent to the gross salary for the remaining Notice Period.

Resignation should be submitted before the closing hours on the working day. Any resignation submitted after working hours shall be considered to have been received by the Company on the next working day.

Please note that the Company does not accept any retrospective or back dated resignation, and in such case, the notice period shall start on the date of acceptance of the resignation.

- c) **Termination by Company:** During the Probation Period, the Company may terminate your employment by providing a prior written intimation of at least 1 (one) month without stating any reason thereof. After your confirmation, the Company reserves the right to terminate your services for convenience by giving prior written notice of at least 1 (one) month or payment of gross salary in lieu thereof. Such termination does not amount to 'Retrenchment' under any law and does not entitle you to claim any severance, pay.
- d) **Termination for Cause:** Notwithstanding anything contained in the foregoing clauses, your employment with the Company may be terminated without prior notice or without any salary in lieu thereof if you:
- (i) commit any serious or persistent breach of any of the terms and conditions of this Letter or any of the provisions of employee handbook or other documents incorporated by reference in this document.
 - (ii) do or cause to be done any act, deed, matter or thing adverse to the Company's interests.
 - (iii) are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time.
 - (iv) fail to or are negligent in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company.
 - (v) have furnished any information or made any representation that is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein.
 - (vi) are accused or convicted of any criminal offense; and/or
 - (vii) become permanently incapacitated, or prevented by illness, accident or any other circumstance from discharging your duties.
 - (viii) are absconding for more than ten (10) days.
 - (ix) Dual employment.
 - (x) Social Media Posts impacting company reputation in the market and impacting company share price.

7. Retirement:

The age of retirement from the Company shall be attainment of sixty (60) years. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you on the date of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

8. Effect of Termination:

Upon termination of your employment with the Company for any reason, you will:

- (i) hand over charge to such person or persons as informed to you.

- (ii) unconditionally surrender to HR representative or such specified person all of the Company's and customer's property including but not limited to any confidential information, all hardware, software, documents, books, or any other articles of the Company and /or copies thereof belonging to the Company which, may be in your use, occupation, control or possession and must not retain any copies, extracts or reproductions of all or any part of that property or confidential information for any reason whatsoever;
- (iii) continue to be bound by your employment obligations to the Company including and in relation to the Company's confidential information and intellectual property.
- (iv) not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with the Company's relationship with its clients and customers.
- (v) Without prejudice to the Company's other rights and remedies, the Company will be entitled to deduct from your emoluments the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.
- (vi) The Service and Experience Certificate will be issued only if you have served the required Notice Period and/or have complied with the Company's exit formalities.

9. Indemnification:

You shall, at all times, indemnify and keep the Company indemnified against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceeding or demand instituted or made against the Company caused or occasioned by your act/omissions which results into any breach of confidentiality, infringement of intellectual property rights, property damage, bodily injury or death.

10. Non-Solicitation:

You agree that you will be exposed to crucial Confidential Information of the Company that will provide you with a unique competitive advantage. It is a fact that your engagement with an establishment carrying out similar activities as the Company will inevitably result in the use/disclosure of Confidential Information prejudicial to the interests of the Company. Therefore, in consideration of the remuneration promised to you during your employment, you agree that during the term of this employment and for a period of at least three (3) years [after the termination of the employment, you shall not (directly or indirectly), either by yourself or through any firm, company, or person, without the Company's prior written consent:

- (i) solicit or entice or endeavor to solicit or entice away from the Company, any of its existing or prospective consultant(s) or existing or prospective employee(s);
- (ii) solicit, entice, or endeavor to solicit or entice away from the Company any customer or trade connection of the Company whether or not such customer or trade connection would commit a breach of contract by reason of terminating such relationship.
- (iii) take up any job or assignment, full time or otherwise, with any current client of the Company without the express written consent of the Company.

- i) You agree that the restrictions contained in this clause are reasonable and necessary for the protection of the confidential information and business of the Company and shall survive the termination of this employment. In the event of breach or threatened breach of the covenant set forth herein, the Company will suffer irreparable harm and therefore, the Company will be entitled to an injunction restraining you from committing such breach and/or claim for damages. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach.

11. Accountability:

- a) You agree to use all tools including but not limited to software applications and other copyrighted material provided by the Company, for official purposes only. Internet and email access are provided to you as business communication tools for appropriate internal and external business uses. Generation, transmission, or storage of potentially offensive information is not allowed. You also agree to always act in the best interest of the Company. Should you not respect this requirement of professional use, the Company will have a right to take disciplinary action which may lead up to and will include termination of your employment.
- b) During the period of your employment, you shall be governed by all the different Company policies that are in force currently and that may be implemented from time to time (collectively referred to as “**Policies**”) and they shall form a part of the terms of your employment. Subject to compliance with the applicable laws, the Company’s decisions on all the matters contained in the policies will be final and binding on you. Any violation of such policies could lead to a disciplinary action against you, which may lead up to termination of your employment. It is clarified that the onus will be on you to familiarize yourself with all the Policies and ignorance of any of the Policies by you will not be accepted as a valid defense for the breach or non-compliance with any requirements thereunder.
- c) In addition to compliance with the Company’s Code of Conduct, you are expected to adhere to the highest level of ethical conduct in dealing with customers, dealers, vendors, suppliers, subcontractors, employees, staff, or the like by whatever name called. You shall maintain the utmost discipline and good conduct in your dealings with your colleagues, customers etc. We have a zero-tolerance attitude towards any verbal abuse, sexual harassment, gender discrimination, racism towards anyone engaged with the Company or otherwise.

12. Confidentiality and Intellectual Property Rights:

You shall also be required to draw up a separate Non-Disclosure Agreement (NDA) with the Company. The terms and conditions of this NDA shall survive perpetually even after the termination of your employment.

13. Consent Regarding Personal Data:

- a) This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, Biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record, etc.

- b) You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, (iii) sharing such data with any outside agencies or third parties for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations and (iv) share or display your group/individual photographs on the Company website or any social media account of the Company, even after your separation from the Company.
- c) You understand that you may withdraw your consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

14. Changes in Personal Details:

Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing to the Company and should be updated in the HR portal of the Company. All communication will be addressed to you at the last address notified by you and it will be presumed that you have received such communication addressed to you.

15. Representations and Warranties:

You represent and warrant to the Company that:

- a) You have reviewed the Letter and understand the terms, purposes, and effects of this Letter. You have accepted this Letter only after having had the opportunity to seek clarifications, and that you have not been subjected to coercion, duress, or undue influence of any kind to execute this Letter.
- b) You are not under any contractual obligation that would prohibit or impede you from accepting employment with the Company or performing your obligation under this Letter.
- c) Any notice period that you are required to give or to serve with a previous employer has expired as of the Joining Date.
- d) You are legally permitted to be employed in India.

16. Governing Laws:

This Letter shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in Nashik.

17. Authorization to Notify the New Employer:

In the event of cessation of your employment, you hereby grant consent to the Company to notify any new employer and/or any third party about your obligations under this Letter. If necessary, the Company has a right to disclose the terms and conditions of this Letter to any new employer or third parties.

18. Non-Disparagement:

- a) You shall not act in any manner that might damage the business or reputation of the Company. You must also refrain from encouraging, counseling, or assisting any attorneys or his clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company.
- b) You shall refrain from defamation of the Company in any manner and any tortuous interference with the contracts, relationships, and prospective economic advantage of the Company. This prohibition extends to statements (written or verbal), made to anyone or through any medium, including but not limited to the media (including on social media websites such as Facebook, Twitter, LinkedIn etc.), current or potential investors, industry analysts, competitors, strategic partners, vendors, suppliers, licensors, employees, clients and third parties. The terms of this clause shall continue to operate and apply after the cessation of his employment (whether due to termination, resignation, separation, or superannuation) without limitation in time.

19. Other terms and conditions:

- a) After joining the Company's rolls, your retention in the Company's service will be subject to you maintaining yourself in a state of medical fitness.
- b) You understand and agree that any designation given to you in the course of your employment with the Company will be purely ceremonial and ipso facto shall not carry any right of office. You further understand and agree that no such designation, by itself, entitles you to be a member of the Company, or grants you any rights outside the scope of this Letter unless specifically communicated to you in writing by the Company.
- c) You agree and acknowledge that the terms and conditions of this Letter and the Offer Letter dated **13th August 2025** shall be read together and considered as a single agreement governing the terms of your employment. In the event of any conflict or inconsistency between the two documents, the provisions of the appointment letter shall prevail to the extent permitted by applicable laws and regulations.
- d) The Company and you mutually agree that the provisions of this Letter are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.
- e) The Company will have the right to transfer and assign this Letter and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assignees. This Letter is personal to you, and you will not be entitled to transfer or assign it in whole or in part.
- f) Headings are for ease of reference only and do not affect the meaning of the agreement set out in this Letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

Please review this letter of offer. Please sign the enclosed duplicate copy of this Letter and return it to the undersigned as a token of your acceptance of the terms and conditions mentioned above, failing which this offer for employment stands cancelled.

All of us are excited about working with you at Kritrim AI Solutions. and look forward to a mutually rewarding relationship.

Yours Sincerely,

For Kritrim AI Solutions

HR Executive

Shweta Khond , HR, KAIS

Acceptance Of Employment Offer

I have read and understood all the terms and conditions contained in this Letter, and it accurately reflects my understanding of the terms and conditions of my employment with the Company. I wish to accept the employment with the Company on the terms as stated in this Letter.

I have not relied upon any other promises, understandings, or representations in choosing to accept employment with the Company.

Name: Rushikesh Shinde

Place: Nashik, Maharashtra

Date: 13th Aug 2025

Annexure A

Salary: You are offered the following salary.

Your fixed salary would be **Rs. 1,80,000/- per year**

Sr. Number	Salary Component Name	Monthly Amount	Yearly Amount
Fixed Salary			
1	Basic Pay	15,000	1,80,000
2	HRA	0	0
3	Conveyance Allowance	0	0
5	Employee Provident Fund	0	0
6	Employer Provident Fund	0	0
Total Fixed Salary		15,000	1,80,000