Ref: AF/HR/1182 20th August 2025

Vijay Girase 53, Mahadev Residency, Tantithaiya, Bagumara, Surat, Gujarat 394305 Emp.ID: 921

Dear Vijay,

Further to our offer letter dated 18th July 2025, we are pleased to appoint you in the position of "Software Developer" commencing from 21st July 2025. Below are the terms and conditions of your Employment.

TERMS AND CONDITIONS OF EMPLOYMENT:

JOB LOCATION:

You will be employed by AnalyticsFox Softwares Pvt.Ltd., (AFX) a company incorporated under the Companies Act 1956, having its registered office at 607, Vardhaman CHS, Plot no.49, Sector 17, Vashi, Navi Mumbai (the "Company"). Your work location is Surat at Solarium business centre, 411/412, VIP road, Ward 2, Vesu, Surat 394518. However, you will be liable to be transferred to any of the Company's establishments In India or outside, as and when required by the management.

REMUNERATION:

Your overall compensation package will total to Rs 4,06,250 /-. Refer to detailed breakup in Annexure 1. Your cost to company will thereafter be reviewed annually based on your performance review. The salary will be paid monthly by credit transfer directly into your salary account by 5th of next month after making adjustment towards local taxes in line with Income Tax Act 1961.

All incentive, bonus payments, if any will be made in arrears and will be made only if you are still in employment as on the date the payment is due.

PROBATION PERIOD:

Your employment with the Company shall be deemed to have been commenced from 21st July 2025. The same is subject to a 6 (six) months' probation period ("**Probation Period**") or any extension thereof at the discretion of the management. The Company reserves the right to extend the Probation Period by such time it deems fit if your performance is not satisfactory within the Probation Period and as indicated to you in writing by the relevant designated authority of the Company. If after successful completion of the Probation Period, your performance is found satisfactory by the Company, a confirmation of your appointment will be communicated to you in writing.

Anytime during or at the end of the Probation Period, if your performance is not satisfactory to the Company at its discretion, the Company reserves the right to terminate your employment with immediate effect as may be indicated by written notice and without any further Remuneration payable to you. If, however no written communication has been given to you at the end of the probation period, it cannot be construed that you have successfully completed your Probation Period or that you are confirmed as an employee of the Company.



WORKING DAYS & HOURS:

Your normal working days would be from Monday to Friday for 9 (nine) hours. In case of deputation for a project for a client of the Company ("Client"), your working days and hours will be as per policies of the Client.

PERFORMANCE REVIEW:

Your performance will be reviewed every 6 (six) months by your manager and HOD and feedback on the same would be shared with you.

HOLIDAYS:

PUBLIC HOLIDAYS:

You will be entitled to paid leaves on 12 - 13 National/Public Holidays in each calendar year. In case of deputation on Client Project, Public Holidays will be as per Client or AFX policy and the same will be communicated to you prior to the deputation to the new Project.

PAID LEAVE:

You will be entitled to 20 (twenty) paid leaves in each financial year. Our holiday year runs from January to December. Employee shall provide to the Company atleast 60 (sixty) days prior notice in writing for availing 3 (three) paid leaves or more, to allocate the work to other members of team thus avoiding delay in project deliverables.

RETIREMENT:

Normal age for retirement is 60 (sixty) years. The same may be altered on mutual agreement at the discretion of the management of the Company.

DISCIPLINARY PROCEDURE:

- a. The best disciplinary measure is the one that does not have to be enforced, comes from good leadership and fair supervision at all employment levels. The company ensures fair treatment to all employees in making certain that disciplinary actions are prompt, uniform and impartial. A full investigation into any alleged breach of rules or where an individual fails to reach or maintain the standards of performance or behaviour required by the Company will be conducted fairly. The decision from the resulting investigation on indiscipline would be solely the discretion of the management.
- b. In the event of wilful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any member of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice.
- c. Further, if you leave the Company without prior information and approval or without completing your notice period or within a period of one year, you shall be liable to pay the cost of the project you are working up on or the other direct or indirect losses the company may incur due to the act of yours. You will also pay back the entire amount paid by the company in your relocation/ advance/ bonus/referral or any loan given to you.

You will also not be liable to claim for the full and final settlement from the Company or to get the relieving/experience letter in both ((b) & (c)) the above circumstances.

GRIEVANCE PROCEDURE:

On employment related grievance, you are required to raise the matter with your immediate superior seeking redressal. In case the matter remains unresolved, you are required to raise the matter with the Head HR who in turn



would respond back after thorough investigation. However, in case of any sexual harassment and related issues, the matter should be raised directly to Director.

SEPERATION:

Your employment can be terminated by the Company during probation, by giving 30 (thirty) days' notice or salary in lieu of notice excepting on grounds of discipline/performance wherein no notice period will be applicable. Upon completion of Probation Period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 (Ninety) days' notice or basic salary in lieu thereof excepting on grounds of absence for 5 (five) days without prior authorization, any negligence in the execution of your employment duties, discipline, performance, misconduct or misdemeanour wherein no notice period will be applicable. However, release from the services of the Company will be subject to satisfactory handover of the responsibilities assigned to you and on sole discretion of the Company.

Further, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect. The Company reserves its right to deduct any outstanding amount owed by you on separation either on account of resignation or termination (e.g., holiday taken in excess of entitlement and any other dues) from your salary.

RESTRICTIVE COVENANTS:

While in the employment of the company you are supposed to provide full and complete attention and dedicate efforts solely to the Company and in no way allowed to employed by any other company on a temporary/permanent / consulting/ contract or freelancing basis or offer your services with or without pay to any person/ legal entity/ organization/ public authority or to be occupied in own business without the prior written consent of the company. You further agree that in case of the termination of your employment or your resignation, you shall not, for a period of 1 (one) year following the date of your termination or resignation, consult or be employed with a customer or Client of the Company.

Both during and after the termination of employment, except with the prior written approval of the Company, the Employee shall not make any public statement, or author any book, report or writing, in relation to the business or affairs of the Company.

You understand and agree that all work product developed or invented by you in the course of performance of your employment with the Company shall belong to the Company. In consideration of the remuneration received during the tenure of employment with the Company, you hereby assign and agree to assign to the Company all of its intellectual property rights (including moral rights) in and to any products developed, inventions, written materials, electronic data and other materials and documents created in the course of your employment with the Company. You shall not retain any rights or interest in any property, materials, products, data or documents created in the course of your employment with the Company.

During the tenure of your employment with the Company and for a period of 1 (one) year following termination or expiry of your employment, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer or Client was originally established in whole or in part through your efforts; (i) solicit any business from a customer or Client of the Company which is similar to the business of the Company (as presently conducted or in which the Company may substantially engage during the term of your employment); (ii) persuade any previous, existing or prospective customer or Client to cease doing business with the Company; (iii) reduce the amount of business which any customer or Client has customarily done or might propose doing with the Company.



During the tenure of your employment with the Company and for a period of 1 (one) year following termination or expiry of your employment, you shall not directly or indirectly, solicit or entice away or endeavour to solicit or to entice away from the Company, any Company employee, contractor or service provider (including any past employee, contractor or service provider who was engaged with the Company at least 6 (six) months prior to the date of solicitation or enticement).

NON-DISCLOSURE/ CONFIDENTIALITY:

Both during and after the termination of employment, you shall keep and hold in confidence and not use for the benefit of any person or company or entity or to the detriment of the Company any and all Confidential Information acquired by you.

For purposes herein, "Confidential Information" means and includes information relating to statutory proceedings and meetings within the Company, the development, utility, operation, functionality, performance, cost, know-how, details of present and proposed businesses, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, information regarding research and development, unpublished financial statements, budgets, capitalization, and other financial details, computer programming techniques, methodologies and related technical information, business or marketing plans, forecasts, licenses, prices or lists, operating procedures, organization responsibilities, marketing matters and any policies or procedures, software programs and files, operating manuals, user manuals documentation, source code and any and all other information which is confidential and proprietary to the Company or to third parties with which the Company has relationships, and disclosed to or obtained by you from the Company or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company or its clients.

DUTIES AND RESPONSIBILITIES:

You will be bound by the Company's normal terms and conditions of employment including confidentiality and security sections of the Company Handbook. Any addition, modification to the existing policy/handbook shall be at the sole discretion of the Company. It is the employee's responsibility to keep himself updated with the existing policies and procedures. The company shall undertake appropriate communication as required. All or any of the terms of this appointment letter may be modified, added, substituted or repealed by the Company from time to time with written notice to the employee. Any such change shall require the prior consent of the employee only in the event that such change is materially prejudicial to the interests of the employee in the Company.

COLLECTIVE AGREEMENT:

Your terms and conditions of employment are not governed by a collective agreement.

REFERENCE DOCUMENTS:

As part of your terms and conditions of employment, you give the Company permission to collect, retain and process information about you, such as age, personal conduct, family details, and academic records. This information will only be used to maintain complete personnel dossier. The information which we hold, will be checked with you from time to time to ensure that it remains up to date. Should your personal circumstances change, you should notify Human Resources immediately.

COMPANY INTEREST

You agree that you shall diligently promote the best interests of the Company and you shall serve the Company to the best of your ability, faithfully, honestly, diligently, and efficiently. You agree that during the term of your



employment with the Company and following the termination or expiry of your employment, you will not at any time disparage or defame or in any way criticize the management, operations, products, services or business of Company. You shall comply with all the guidelines, policies and directions of the Company in place from time to time and shall at all times act in such a manner so as to promote the corporate culture of the Company.

You will observe utmost decorum and civility in commenting on any matter in the company and not take to social media, electronic media or any other news publication or journal to write, comment of publish any sensitive or secret or important information for the purpose of discussion, debate or deliberation except with the written permission of the Company. The Company will be free to launch civil, criminal proceedings against you and seek relief, including grant of interim injunction against any such publications and also without prejudice to damages in case its image, reputation or standing in the society is in any way diminished.

DATA COLLECTION

During the tenure of employment with the Company you are required to disclose all material or relevant information which may either affect your employment with the Company, currently or in future or may be in conflict with the terms and conditions of your employment with the Company directly or indirectly. You agree that the Company may collect, use, process by computer or otherwise and transmit locally or internationally your personal data for business and other legitimate purpose. You confirm and warrant that all information provided by you to the Company or to be provided by you is true, accurate and not misleading in any manner whatsoever.

GOVERNING LAW AND JURISDICTION

The terms of your employment shall be governed by the laws of India. It is agreed that any disputes of whatsoever nature between you and the Company will be referred to arbitration by a sole arbitrator under the Indian Arbitration and Conciliation Act, 1996. The arbitrator will be jointly appointed by you and the Company and will be required to conduct the arbitration in accordance with applicable law. In case the Company and you are unable to agree on the arbitrator, you hereby consent to the sole and exclusive right of the Company to appoint the arbitrator in case of such disagreement and agree that the sole arbitrator will be appointed by the Company as a mode of administrative convenience and to reduce the associated costs of arbitration. It is agreed that the courts in [Mumbai] will have jurisdiction over any disputes arising under the terms of your employment.

THE TERMS OF YOUR EMPLOYMENT ARE STRICTLY CONFIDENTIAL BETWEEN YOU AND THE COMPANY. DISCUSSION OF YOUR SALARY WITH ANY OTHER PARTY OR EMPLOYEE WILL CONSTITUTE GROUNDS OF DISMISSAL.

Kindly go through the contents and return the duplicate copy of this letter duly signed by you as token of your acceptance of the terms and conditions mentioned herein.

Yours sincerely, For AnalyticsFox Softwares Pvt.Ltd.

Surekha Kotian

Chief Human Resource Officer

Signed and accepted by Vijay Girase on receipt ______Dated: _____



ANNEXURE 1

REMUNERATION DETAILS

	Per month	Per annum
СТС	33,854	4,06,250
BASIC PAY	13,542	1,62,504
HOUSE RENT ALLOWANCE	6,771	81,252
STATUTORY BONUS	1,128	13,537
OTHER ALLOWANCE	8,809	1,05,708
FLEXI BASKET	-	-
GROSS SALARY:	30,250	3,63,001
BENEFITS		
EPF - EMPLOYER CONTRIBUTION	1,950	23,400
INSURANCE PREMIUM	1,000	12,000
GRATUITY	654	7,849
СТС	33,854	4,06,250
DEDUCTIONS:		
EPF - EMPLOYEE CONTRIBUTION	1,800	21,600
PROFESSION TAX	200	2,400
TOTAL DEDUCTIONS	2,000	24,000
NET TAKE HOME SALARY (GROSS		
SALARY - TOTAL DEDUCTIONS)	28,250	3,39,001

Note:

- Insurance Coverage Plan: you will be enrolled under the Medical Insurance scheme of the company with a cover of 3 lakhs. Also, you will be covered under Group Term Insurance for Rs. 1000000/-
- You will be entitled to Gratuity as per Act
- Take home salary does not include TDS as it depends on personal investment decisions of the employee
- Company reserves the right to change the structure and breakup. Any changes will be intimated in advance.