

Mr. Aman Kashyap
Address: - H-213 east jawahar nagar
loni, ghaziabad

Dear Aman

Subject: Appointment in P C Training Institute Ltd

We are pleased to welcome you to as “**PHP Developer**” in the **PCTI** Team of our organization on the following terms and conditions:

1. You are employed on full time basis and your designation will be “**PHP Developer**”. Your current work responsibilities have been explained to you in details with defined key performance parameters. However, during the course of employment, at the sole discretion of the management and in the best interests of the organization, you may be assigned duties/responsibilities/tasks which may be in addition to/ in place of current work assignments, which shall be completely binding on you.
2. Your date of joining is **26th December 2022**.
3. Your employee code is **0653**.
4. Your remuneration has been fixed at **Rs. 14500/- per month** in hand.
5. Variable portion, if any, of your remuneration will be payable based on your achieving the given performance targets as per the laid down appraisal process.
6. Please note that details of your remuneration are strictly confidential and you are advised not to disclose / share the same with any third party or any of the employees of the organization. Any such action on your part may lead to disciplinary action against you by the Company.
7. Your present place of work has been decided to be at Delhi, but during the course of the service, you shall be liable to be posted / transferred anywhere to serve any of the Company's Projects or to any other entity of the Group or to any other establishment in India or outside, at the sole discretion of the Management.
8. You will be on probation for a period of one year from the date of joining. Depending on your performance and the appraisal cycle, probation period can be extended at the discretion of management. During

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probation period, your services can be terminated at any time without giving any notice or assigning any reason. However, if you wish to leave on your own, you will be required to give 15 days' notice.

9. After confirmation, your services can be dispensed with from either side by giving 15 days' notice for each completed year of service or part thereof subject to a maximum of three-month notice.
10. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission, repeated non-compliance or disregard of policies and procedures, or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice. On account of any of these acts or omission or negligence, the company shall be entitled to recover the damages from you.
11. If you have indulged in any illegal, unlawful, deceitful, dishonest and unethical activity or malpractice, either prior to or during the employment with our organization, which may bring disrepute and ill-name to the organization and/ or invite any action by third parties including government and non-government authorities and agencies against the organization and/ or you, you shall be solely responsible for any action including legal recourse initiated against you by the organization and/ or third parties including termination of your services by the organization and the organization may proceed with suitable legal recourse to recover from you damages caused to the organization financially and otherwise.
12. Any absence, during the first month of employment, without prior approval of the management, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.
13. You will be eligible to the benefits of the Company's Leave Rules and other benefits only upon your confirmation in the Company's Service.
14. During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office full-time/part-time/freelance/advisory, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. During your job, you will have access to confidential information(s) which may include any information concerning or relating to the company, its business, including technology used, trade secrets, software programs, licenses, trademark and design, patents, databases, agreements and strategic tie-ups, client details, specification of the project process, financial, accounting and legal information, negotiation and / or contracts with customers and suppliers, in-house market research, market strategies, research and

development plan and expenditure, company policies, company's human assets profile and other information or material that is deemed to be proprietary or confidential in nature which in normal course is not made public. You will be required to maintain utmost secrecy in respect of all this information/material and you shall not disclose it directly or indirectly, to any person(s). This obligation on your part shall survive even after you cease to be in employment with the company.

15. The intellectual properties, if any, generated by virtue of your employment with this organization will vest entirely in the organization and you shall have no separate claim to any such properties.
16. Any of our technical or other important information which might come into your possession during the continuance of your service with us shall not be disclosed, divulged or made public by you even thereafter.
17. You will comply with the code of conduct, the timings and other practices, rules, policies and procedures, of the said office wherever you are posted as laid out by the company from time to time.
18. Various Laws and Acts introduced by the Government/authorities from time to time will be applicable to you. These may require contribution from the employee and may affect your cash in hand.
19. You will keep the company informed of any change in the information maintained in the HR records including your permanent or current residence address or other personal information. You will not use any of the company office addresses as your residence/mailing address without explicit written permission of the company.
20. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
21. In the event you leave or are separated from the Company's employment, you agree not to solicit, either directly or indirectly, business from, or undertake with any customers serviced by you while in the employment of the Company, or any other any customers of any other business entity of the Group for a period of two years Thereafter. In addition, you agree that you will not solicit, either directly or indirectly, employees from, or of, any of the PCTI entities for a period of two years thereafter.
22. During your employment and after you are separated from company's employment, you must not engage in any behavior that may hurt the reputation of our company or a company representative through social media, blogging, or other online or offline platforms. You will not share any confidential or internal information (deemed only for employees) acquired during your course of employment through any online/offline channel without explicit authorization.

Any infringements on company confidential information and intellectual property rights, slanderous or libelous statements that cannot be supported by evidence and are detrimental to the business, and failing to state that comments made are personal opinion and not made on behalf of the company, will lead to suitable disciplinary action.

23. During or after the end of your employment with company, you shall not post photographs, videos or other content concerning the company or members of the management without explicit written consent from authorized representatives.
24. You shall not use company logos or other copyright material on social media or other online platforms without explicit permission.
25. You shall not initiate or participate in any action/statement/online or offline content that violates the privacy of another employee, or amounts to threatening or harassment.
26. After the end of your employment, you shall not form an ex-employee/alumni association/group/social media community without authorization from PCTI
27. Following the termination of your employment for any reason including resignation, if your last designation in the Company was Assistant Manager or above, you may not, without the prior written consent of the Company, carry on, or be engaged in, or be concerned with, or interested in, or employed by, any person/company engaged in or concerned with or interested in a business which is the same as, or substantially similar to, or in competition with, the Company's business at the time of any such termination for a period of at least one year from the date of leaving the organization.
28. You agree not to compete with the Company by setting up your own business in the same/similar line of work for a period of one year from the date of leaving the organization.
29. Any dispute between yourself and company concerning with or relating to or arising out of this letter of appointment shall be subject to the jurisdiction of and be determined by the court of competent jurisdiction in Delhi.
30. As a sacrosanct and standard practice of the industry you are requested to treat the terms and conditions of your employment as entirely confidential and specific between you and the company.
31. In matters not mentioned herein, the rules and practices of the company shall govern you.

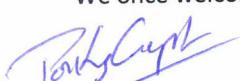
PCTI/2023/APPT/00369

Dated: 14th April, 2023

You are being taken in good faith, and this appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment or if at any time, during your service with the organization any information given by you turns out to be false and/or your bona fide prove doubtful, the Management may take such action as it deems fit in its sole discretion, including termination of your employment without any notice or compensation.

Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance.

We once welcome you to the PCTI family and look forward to a fruitful collaboration.


Pankaj Gupta
HOD

Acceptance:

I have gone through the aforesaid terms and conditions stated in this letter and have fully understood the contents and intent of the same. I further state that all these terms and conditions are fully satisfactory and acceptable to me and these are binding on me. I convey my acceptance of the above terms and conditions by signing on each page and returning the duplicate copy of this letter."

Employee Signature:



Aman Kashyap