

HRD_DEL/EMP/APPT-22/1709/001
05th December 2022

Anup Budhaghosh Manwatkar

At post Mohangaon(Zildi) Plot no.44, Tal- Hingna, Dist-Nagpur-441110.

Mob: 9834075015

Email: anupmanwatkar17@gmail.com

Subject: Appointment Letter

Dear Anup

We refer to your application and the subsequent interview you had with us. We are pleased to appoint you as **Trainee Software Engineer**. Your appointment is effective from **05th December 2022**. The terms and conditions of your appointment with us are as under:

Section-I: Duties & Responsibilities

- | | | | |
|----|-----------------|---|--|
| a) | Position | : | Trainee Software Engineer |
| b) | Department | : | Systems |
| c) | Level | : | L5 |
| d) | Location | : | Mumbai |
| e) | Address | : | Brainvire Infotech Pvt. Ltd.,
E 701 Lotus Corporate Park,
Laxmi Nagar, Western Express Highway,
Goregaon (E) Mumbai 400063. India
T: +91 22 61163300
www.brainvire.com |
| f) | Date of Joining | : | 05 th December 2022 |

Section-II: Compensation & Benefits

Salary and Allowance:

You shall be paid a sum of Rs. 2,83,584/- (Rupees Two lacs Eighty-Three Thousand Five Hundred & Eighty-Four Only) per annum. (Detailed break up of which is enclosed as Annexure A) subject to tax deduction at source in accordance with the provisions of the Income Tax Act, 1961 as remuneration. The said sum shall be paid monthly in arrears. **You shall be under an obligation to ensure and maintain strict secrecy as regards the remuneration payable to you hereunder and all the other terms and conditions of this employment.**

It is hereby clarified that the above remuneration shall be on a total cost to Company basis. The total compensation package shall be structured in a tax efficient manner as specified from time to time by Company's policy in that behalf.

Section-III: Miscellaneous

1. You shall be on probation for a period of six months from the date of your joining however Company reserves the sole discretion to extend or reduce the same. On successful completion of probation or any extension thereof, you will be confirmed in the services of the Company, effective 1st day of the month following such completion of probation or extension as the case may be. Confirmation shall take effect only upon the issue of confirmation letter and from the date given in the letter.
2. Reference check will be made from your previous employers. In case there is any adverse report against you which can be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services forthwith (not withstanding any other provisions) on grounds of misrepresentation of facts and intention of cheating.

CORPORATE OFFICE

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BRANCH OFFICE

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Tel.: +91-79-40080833/34/35

OVERSEAS

1226 West South Jordan
Parkway, STE D, South Jordan,
UT 84081. USA
Tel.: +1-631-897-7276

3. Assignments/Transfer/Deputation

- i. You will be reporting to our Mumbai office. However, you shall be liable to be transferred to any other office or work sites of the Company/affiliates (either in existence or to be formed later) in India or abroad without any previous notice. While posted at the work sites of the Company you shall be entitled to facilities and allowances as per Company rules as applicable to you.
- ii. You shall be required to undertake travel in connection with Company's work as and when required. In case of such travel you will be entitled to claim travel allowance / expense as per the "Travel Policy" of the Company.
- iii. As the Company may be spending substantial amount of time and money for your deputation/training/familiarization/onsite implementation abroad, you may be required to sign a deputation agreement with the Company and also execute a Surety Bond on such terms, as the Company may deem appropriate.
- iv. The Company will provide on-job training to you in Systems-Node Js. You agree that the Company will incur heavy cost towards your training and hence upon taking you as a Trainee Software Engineer, you have executed a Bond to undertake that you are ready, willing and committed to serve the Company for a minimum period of 24 months starting from your date of appointment.
- v. You have agreed to the terms and conditions mentioned in the bond and that the Bond would be discharged only after the completion of 24 months from the date of appointment as a trainee.
- vi. In the event if you are deputed to work abroad on Company Visa you shall continue to draw salary in India and you are only paid the allowances at the place of work as per the policy of the Company in force from time to time. When you are on deputation, you remain exclusively as the employee of the Company for the purpose of entitlement of salary and other allowances and you are not entitled to any foreign salary or benefits.

4. Confidentiality:

Your employment with Company is subject to provisions of **Secrecy / Inventions and Copyright / Non-Disclosure Agreement** (Annexure III), which you will have to sign on or before the joining date.

5. Non Solicitation- Non Compete

- i. You agree that during the subsistence of your employment and for a period of 12 months thereafter you shall not solicit, endeavor to solicit, influence or attempt to influence any employee, client, customer or other person dealing with the Company, directly or indirectly, in any manner whatsoever that would be in conflict with or adversely affect or be in competition with the business interests of the Company.
 - ii. You agree that during the subsistence of your employment and for a period of 12 months thereafter you shall not directly or indirectly whether for or without remuneration carry on, assist, engage in, be concerned or participate in any business/activity/ sales generation accounts as well as creation of website etc. (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, promoter or in any other capacity or manner whatsoever) which is similar to the Company, Partner and/or its affiliates , nor engage in any activity that conflicts with your obligations to the Company and which, in our opinion, is similar to or competitive with business our business.
6. You will be entitled to leave & holidays in accordance with the rules of the Company in force from time to time. In the event if you are required to work on holiday(s) or on closed days you will be entitled to compensatory holiday for the same as per policy of the Company and no overtime wage will be paid to you.

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7. Cessation of Employment

- i. Cessation of employment during probation period: During probation, you can resign from this employment by serving a notice of one (1) month whereas Company can terminate this employment forthwith without assigning any reason or any compensation. On your resignation, the Company at its discretion may allow purchase of full/part notice by the employee. In the event of your giving such a notice of resignation, leave(s) available if any will not be adjusted in the notice period. In case of separation under any case, you are required to return all visa / training and such other expenses as may be incurred by the Company before relieving from employment.
- ii. Cessation of employment after confirmation: On confirmation, Company may terminate this employment by serving a notice of 2 months (60 days)/3 months (90 days) as the case may be, on you or payment of basic salary in lieu of the notice period. You may resign from this employment by serving a notice of 2 months (60 days)/3 months (90 days) as the case may be on the Company. The notice period for employees of middle management and above (Team Lead and above) will be 3 months (90 days). The Company at its discretion may allow you to pay the amount in lieu of notice period in full or part.
- iii. It is pertinent to note that in the event if you are handling any important project / assignment or time bound job the notice period would be extended till the completion of the project / assignment despite giving the notice as per clause in 7(i) and 7(ii) herein above.
- iv. In case you are governed by service agreements for serving a minimum stipulated period, you can exercise the option mentioned above in clause 7(i) and 7(ii) only on their completion of the stipulated service period agreed to and provided therein.
- v. Unauthorized absence or absence without permission from duty for a continuous period of 10 (Ten) days shall make you lose your lien on employment. In such an event, Company shall have a right to forthwith terminate your employment without any notice of termination or compensation in lieu thereof.
- vi. Your continuation in the service of the Company shall be subject to your maintaining yourself in a state of medical fitness. In the event of any sickness preventing you from satisfactorily performing your duties over a prolonged period, Company reserves right to terminate your service or otherwise vary the terms and conditions of employment over a given period
- vii. You will be governed by the Company's laid down Code of Conduct as mentioned in the Employee hand book and if there is any breach of the same or non-performance of the contractual obligation or the terms and conditions laid down in this letter of appointment, your services could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. You are required to furnish the employee acknowledgement form in token of having read and accepted the hand book. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- viii. Your appointment is based on your proficiency on Technical/Professional skills that you have declared to possess as per the application and on the ability to handle any assignment/job independently anywhere in India or overseas. In case at a later date, any of your statements / particulars furnished are found to be misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- ix. You shall during the duration of your employment render service exclusively to the Company and shall not undertake any other employment either full time or part time or directly or indirectly participate or undertake in any other business, trade or profession. It is expressly understood that contravention of this condition shall give a right to the Company to terminate your employment without any notice and to forfeit all your dues.

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- x. If and when the Company feels suspicious about your integrity or lose confidence in you, your services are liable to be terminated after due process of law.
 - xi. In the event of termination of or separation from employment, for any reason whatsoever, Company shall have a right to recover from you, cost incurred by Company or reimbursed to you, within 12 (twelve) months preceding such termination/separation, towards including but not limited to your relocation, joining bonus, purchase of notice period from your previous employer, guest-house accommodation, visa, training etc.
 - xii. In the event of resignation by you till such time as the Company accepts your resignation and relieves you of the responsibilities, you will be deemed to be an employee of the Company and the terms and conditions of your employment shall continue to bind you.
 - xiii. Breach on your part of any of the conditions of this letter of appointment will give the Company or its representative right to dispense with your services without notice. In such a case you will have no claim whatsoever against the Company.
8. Company retains the right, at any time, to reassign you to a different position, to modify your job duties, notice period, review cycle and reporting relationship to meet business needs. Our industry changes rapidly and we must be flexible to meet the needs of the business. Except for items related to your Salary, other compensation, benefits, bonus etc., the terms of this offer, can be modified by Company at its reasonable discretion.
9. Every Personnel in this Organization is liable to be Security Checked, Irrespective of his Status and Designation. (Unless otherwise specified by the Directors through a written circular).
10. You will keep the Company informed of your postal address, telephone number, fax, email or any other means for communication including changes that may occur during the period of your appointment and get such change recorded in the HR records. In case of residential change, you are requested to provide proof of such a change.
11. **E-mail facility** provided by the Company is to be used exclusively for Company's official business. The Company will have the right to check the e-mails sent and received. Sending of any information related to the Company's commercial / financial / technical data to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefore.
12. The facilities and amenities granted by the Company in excess of the statutory requirements do not form a part of the conditions of service and are subject to change at the discretion of the Company. Any change in the rules, regulations, policies and orders announced by the Company from time to time and applicable to you will form a part of this letter of appointment/employment.
13. No authority is vested upon you to make any financial commitment and / or enter into agreements/contracts/understandings of any nature with any person on behalf of Company, without seeking the prior permission/approval of the Company. Any violation to exceed your specified authority as mentioned will be seriously viewed and disciplinary/appropriate legal action will be taken.
14. You will be governed by Company's rules and regulations in force from time to time in respect of matters not covered by this letter of appointment of appointment.
15. The company has implemented the provisions of *Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013* and the subsequent Rules; with all its past, present and future amendments, if any, and has a policy of ZERO TOLERANCE towards any act of sexual harassment. You are to understand the gravity of partaking in or being an accessory to, directly or indirectly, any act, whether minor or major, that would constitute sexual harassment in the organization and/or create or supplement the creation of an uncomfortable and unsafe working space for any woman in the organization, and agree to bear the resulting consequences for your role in the same.

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16. All Company policies are available with the HR dept. You are advised to go through these policies and strictly adhere to them.
17. You shall retire from the services of the Company on attaining 58 years of age.
18. The company owes and assure a smoke free environment for our employees and the entire office premises is a NO-SMOKING Zone.
19. In the event any dispute arises between the Management and the Employee, the management shall refer the matter to the sole Arbitrator appointed by them and the dispute would be decided in accordance with the provisions Arbitration & Conciliations Act, 1996 and the decision of the said Arbitrator would be binding on all the parties.

Please sign and return the duplicate copy of this letter of appointment as an acknowledgement of your acceptance of the above terms and conditions.

Yours faithfully,

Brainvire Infotech Pvt. Ltd.



(Yatin Chavan)
Manager - HR

I accept the appointment on the terms and conditions contained in the letter of appointment and other conditions and service rules as applicable to the employees of the company from time to time. I have read and understood the service rules of the company and will abide by them.

Signature: _____

Date: _____

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