



APPOINTMENT LETTER

Date: 20 Jan, 2022

To ,
Aryan Sharma

House no 34, Near Shiv mandir lakhipur,
Patna, Bihar, 803202.

Dear Aryan Sharma,

Moolya Software Testing Pvt Ltd, having office at [Sri Lakshminarayana Mansion, 40, S End Rd, Tata Silk Farm, Jayanagar, Bengaluru, Karnataka 560004] is pleased to appoint you as **Software Test Engineer - Trainee**, on the following terms and conditions:

1. Joining Date, Reporting and Probation

1.1 Your joining date will be 20 Jan, 2022.

Your employment with the Employer will continue until terminated in accordance with Section 11 or Section 12 below.

1.2 You will report to the **Fulfillment** team. Your reporting is liable to change at the sole discretion of the Employer.

1.3 Your initial place of posting is at the Bangalore office. However, at the sole discretion of the Employer, you will be liable to be transferred/deputed from the office of the Employer to anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern and/or entities in which the Employer may be having any control or interest whether existing or which may be set up in the future.

1.4 Your appointment is subject to background checks, if any, to be conducted by the Employer. If the results of your background check reveals information that is inconsistent with the standard, this offer may be rescinded or your employment with the Employer may be subject to immediate termination.

1.5 The first six (6) months of your employment with the Employer will be a probationary period to assess your suitability for permanent employment and is subject to such extensions as the Employer deems fit. Subject to the Employer's assessment, in its sole discretion, of the successful completion of your probationary period (basis your satisfactory performance of your probation goals), you will be appointed as a full-time employee of the Employer. Your period of probation will be considered for calculation of any benefits that you will be entitled to on becoming a full time employee of the Employer.

2. Duties

2.1 You will perform all acts, duties and obligations and comply with such orders of the Employer or your superiors as are reasonably consistent with your job title. The Employer may require you to undertake the duties of another position, either in addition to or instead

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of the above duties, it being understood that you will not be required to perform duties which are not reasonably within your capabilities.

2.2 The Employer may require you (as part of your duties of employment) to perform duties or services not only for him but also for any legal entity in which the Employer may be having any interest whether existing now or which may be set up in the future, both within and outside India where such duties or services are consistent with your position with the Employer. You may also be required on a temporary basis to work at any customer premises based in India or overseas.

3. Remuneration, Expenses and Deductions

3.1 Your annual salary will be **INR 300000 (Rupees Three Lakhs only)** on a cost-to-company basis. Your salary structure is provided in Annex A. Performance bonus will be dispensed in two installments within the tenure of one year after the completion of probation.

3.2 Salaries and allowances will be subject to income tax deduction at source (TDS) as per the prevailing taxation laws and will be credited to your bank account on the last day of each month.

3.3 Any increase in your salary will be subject to your performance and the Employer's discretion.

3.4 The Employer will additionally incur annual costs of INR [75000] towards your specialized training and skill enhancement. You hereby acknowledge the unique and specialized nature of such training and in consideration of the same agree that in the event that you terminate your employment within 6 months of joining, the Employer will be entitled to recover these costs from you through all legal means including through deductions from your full and final settlement.

3.5 You will be paid or reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Employer, subject to your producing appropriate receipts in respect of such expenses when requested by the Employer. You will be required to undertake travel on Employer's work and you will be paid travel expenses for such travel subject to your producing appropriate receipts.

3.6 You will be responsible for filing and managing all your tax returns, including all related liabilities.

4. Hours of Work

4.1 Your normal working hours will be from [9:30 AM]. to [6:30PM], Monday to Friday. However, the Employer reserves the right to change your start and finish times and the days upon which you work.

5. Annual Leave with Wages

5.1 You are entitled to [18.23] days' annual leave with wages in a calendar year. Leave will accrue at the rate of 1 leave for every 20 days of service. You will be entitled to carry forward a maximum of ten (10) days' annual leave per year

5.2 You are also eligible for [0] days of casual leave in a calendar year. You will not be entitled to carry forward your casual leave.

5.3 You must obtain the prior approval of the reporting manager before booking holiday dates. Not more than five days may be taken at any one time, save at the Employer's discretion.

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6. Sickness

6.1 You are eligible for Twelve (12) days of sick leave. You must inform the Employer [by no later than [9:00 a.m.] on the day you commence your sick leave. If you are absent for two (2) working days or more, you must provide a medical certificate from a registered medical practitioner.

7. Employer's Employee Handbook

The provisions of the HR Policies of the Employer and any other policies, rules and regulations relevant to employment and human relations (as amended from time to time), as and when published/made available, shall also govern your employment, except so far as they are inconsistent with the terms of this letter.

8. Equal Opportunity Employment

The Employer strives to ensure an equal employment opportunity environment regardless of race, religion, sexual orientation, gender, disability or pregnancy, marital or family status and strictly prohibits any discrimination or harassment on the basis of any of these preceding grounds.

9. Exclusivity of Service

9.1 You are required to devote your full time, attention and abilities to your job duties during working hours and to act in the best interests of the Employer and her enterprises at all times during the course of your employment with the Employer.

9.2 You must not carry on, without the prior express written permission of the Employer any lecturing or any business activities or render any services of a business, commercial, or professional nature, directly or indirectly, whether or not for compensation, for the benefit of anyone other than the Employer.

9.3 During the employment, you shall not undertake any activity which creates, or could create, an actual or perceived conflict of interest with your employment, or which in any way compromises your duty of loyalty to the Employer.

10. Confidential Information and Inventions Assignment

You acknowledge that as an employee of the Employer, you will have access to the Employer's confidential information (as such term is defined and understood in the attached Employee Non-Disclosure of Proprietary Information and Inventions Assignment Agreement at Annex B) and you may, during the course of your employment, develop certain information or inventions, which will become the property of the Employer, or that of its customers or partners. Accordingly, you agree to sign and be bound by the separate Employee Non-disclosure of Proprietary Information and Inventions Assignment Agreement ("Employee Proprietary Information and Inventions Assignment Agreement") set out in Annex B as well as a deed of assignment as and when necessary.

11. Retirement

Your employment with the Employer will be terminated automatically on you attaining the age of [58] unless otherwise expressly extended by the Employer.

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12. Termination of Employment

12.1 During your probationary period, your employment may be terminated by either parties by giving one (1) month's notice or payment of salary in lieu thereof. Upon completion of your probationary period or if no probationary period applies, either the Employer or you may terminate your employment for convenience, on not less than two (2) months' written notice or payment of salary in lieu thereof. For this purpose, salary shall mean Cost to Company (CTC). These provisions are subject to Sections 12.4 and 12.5 below. However, in case any disciplinary proceedings are either contemplated or pending against you, the Employer reserves the right not to accept your resignation.

12.2 In the event that you terminate your employment without providing the requisite notice period set out in section 12.1 above, the Employer is entitled to recover the corresponding salary in lieu of such notice from your monthly payroll cycle and/or withhold your relieving letter.

12.2 The Employer reserves the right to terminate your services in the event you are medically unfit continuously for thirty (30) days and you are unable to produce a medical certificate that satisfies the Employer or you fail to subject yourself to an examination by the Employer designated doctor or when you do so, you do not get a confirmatory medical certificate from the Employer designated doctor.

12.3 In the event of cessation of your employment with the Employer, for any reason, you must complete all pending assignment(s) to the satisfaction of the Employer, before your services are released. Provided that in the event you choose to resign, the Employer may, in its sole discretion, choose to accept your resignation and relieve you of your duties prior to the expiry of your notice period and pay you salary for the unexpired period of your notice.

12.4 Upon termination, whether for cause or without cause, you shall:

- a. Not at any time thereafter, make any untrue or misleading oral or written statements about the Employer or her business. Further, you will not represent or permit yourself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Employer, except as a former employee of the Employer for the purpose of communicating with prospective employers or complying with any applicable statutory requirements;
- b. Not at any time thereafter use the name of the Employer or any other name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- c. Immediately return to the Employer all Confidential Information equipment, correspondence, records, specifications, software, disks, models, notes, reports and other documents and any copies thereof and any other property belonging to the Employer or her enterprises (including but not limited to the Employer's car, keys, credit cards, equipment and passes) which are in your possession or under your control and sign such assignment agreements as the Employer deems necessary, to assign all your rights in any Inventions. You must, if so required by the Employer, confirm in writing that you have complied with your obligations under this Section 12.4 (c).

12.5 Upon termination of your employment, but before the last pay of monthly service compensation (final payment), a final payment and release of all claims settlement shall be drawn up by the Employer and submitted to you for review and signature. The final payment is subject to any deduction by the Employer of any outstanding loans or other amounts demonstrably due from you, or any withholding or deduction from any validly accrued statutory payments (to be made to you), such as gratuity, that are so withheld or deducted by the Employer, due to you being found guilty of gross misconduct or such other reason as stipulated or permitted under the law relevant to such statutory payment.

12.6 The Employer reserves the right to require you not to attend at work and/or not to undertake all or any of your duties of

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employment during any period of notice (whether given by you or the Employer), provided always that the Employer shall continue to pay your salary and contractual benefits for the duration of this agreement. You agree that your obligations under Section 10 and of good faith, loyalty and fidelity shall remain in force even for the duration of your garden leave.

12.7 Notwithstanding the provisions of Section 12.1 above, the Employer reserves the right to terminate your services without any notice or compensation as a part of disciplinary action in situations including, but not limited to violation of any code of conduct, criminal prosecution by law enforcing agencies, and breach of employment conditions, trust or financial integrity. Further, the Employer may at its sole discretion terminate this employment agreement, without notice, in the event that you continue to perform poorly in the discharge of your duties or in the conduct of the Employer's business, despite being given reasonable opportunities to improve including but not limited to a formal performance improvement plan.

13. Non Compete and Non solicitation

13.1 During your employment and for a period of twelve (12) months after the cessation of your employment for any reason (the "**Restricted Period**"), you shall not:

- a. Solicit any customer of the Employer with whom you had contact in the twelve (12) months leading up to the date of cessation of your services with the Employer, to offer any services, similar to the services offered by the Employer
- b. Solicit or induce any employee of the Employer to (i) terminate his/her employment with the Employer, or (ii) breach his/her terms of employment/engagement with the Employer
- c. During the term of engagement of an independent contractor, solicit or induce any independent contractor of the Employer to (i) terminate its contractual relationship with the Employer, (ii) breach its terms of engagement with the Employer or (iii) accept any contract (directly or indirectly) or other arrangement for providing services to any organization or any of their affiliates, whether known or described by their trading name or corporate name;
- d. Start, promote, undertake, or operate, either individually or by way of partnership or joint venture, any business, that is competitive with the business of the Employer, as of the date of your termination, except where your employment has been terminated by the Employer for convenience pursuant to Section 12.1 above.
- e. Enter into the employment of, consult for, be engaged by, or render any services in or to, any organization engaged in business similar to that of the Employer, except where your employment has been terminated by the Employer for convenience pursuant to Section 12.1 above.
- f. Abet or aid the solicitation or inducement by or through any organization, or any of their affiliates, whether known or described by their trading name or corporate name, of any of the existing or prospective clients or customers of the Employer in order to entice such clients or customers away from the Employer.

13.2 "Affiliate" for the purpose of this Section 13 shall mean, with reference to any organization, any person controlling, controlled by or under common control with any organization.

13.3 You hereby agree that the scope of the obligations contained in Section 13.1 above for the duration of the Restricted Period are reasonable and are not unduly harsh or oppressive. However, should a court of competent jurisdiction ever find any of the provisions of Section 13.1 above to be invalid or unenforceable, you hereby agree that the other provisions of Section 13.1 shall remain fully valid and in full force, to the extent legally possible.

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14. Representations and Warranties

You represent and warrant to the Employer that you are not bound by any restrictive covenants, including but not limited to non-competition, non-disclosure and non-solicitation covenants binding you under any previous employment agreements and/or contracts. You agree to indemnify and hold harmless the Employer for any liability that the Employer may incur as a result of the existence of any such covenants, obligations or commitments. You further warrant that (a) you are free to enter into employment with the Employer without violation of any third party rights including any former employer; (b) you are not a party to any arrangement or agreement which will compromise your ability to carry out your duties for the Employer; and (c) all information provided by you to the Employer, including information set forth in your résumé, information provided during the interview process, and information in any employment application, is truthful and accurate.

15. Indemnity

You agree to indemnify, defend and hold harmless the Employer against any and all liabilities, claims, damages, costs or expenses, and reasonable attorneys' fees incurred on the account of or arising in connection with any inaccuracy in the representations and warranties made by you.

16. Non-disparagement

You agree, both during your employment and thereafter, to refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative, or likely to be harmful to the business or reputation of the Employer, publicly or otherwise, except as may be required by law. You also agree to refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Employer, or from urging or influencing any person to make any such statement.

17. Miscellaneous

17.1 The various provisions and sub-provisions of this letter are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof in this letter.

17.2 It is understood that this employment is being offered to you on the basis of the particulars submitted by you in your application for employment. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith without notice. This will be without prejudice to the right to take disciplinary action against you for the same.

17.3 This letter is governed by and construed in accordance with laws of India, and you and the Employer submit to the exclusive jurisdiction of the courts at Bangalore, including civil courts, labour courts, Industrial Tribunals or any other courts or authority of whatsoever nature for claim of any form of relief including damages and injunctive relief.

17.4 Section headings are inserted for convenience only and will not affect the construction of this letter. All annexes are to be treated as part of this letter and comprising the full agreement of the parties to this letter.

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ANNEX A
SALARY STRUCTURE

Cost to the company	Per Annum	Per Month
Basic Salary	202,500	16,875
House rent allowance		
Conveyance allowance		
Special Allowance	18,519	1,544
Medical re-imbursement		
Total Earnings	221,019	18,418
Annual-Components		
Retention Bonus		
Performance Bonus	30,000	
Medical Insurance	10,417	868
Total Gross	261,352	
Retirals		
Provident Fund	21,600	1,800
Gratuity	9,736	811
ESI	7,188	599
Total CTC	300,000	25,000

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17.5 Any notices required or permitted hereunder will need to be given to the appropriate party at the address specified above or at such other address as the party specifies in writing, or by email. Such notice will be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing. Such notice will be deemed given via email once the email is successfully sent.

Please sign the duplicate copy of this letter in token of your acceptance of the above terms.

Aryan Sharma

I agree with the terms and conditions of my employment with the Employer as set out or referred to above.

Signed Aryan Sharma Dated 20 Jan 2022

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