

Date: 16-10-2024

Ref: Software Development Engineer (SDE-1 Backend)

Contract Parties: 1: Badal Gupta, 2: Ritesh Saurabh

Dear Badal Gupta,

With reference to your application and the subsequent discussion, we have pleasure in offering you an appointment as Software Development Engineer (SDE-1 Backend). The terms and conditions of your appointment are as follows: -

1: Appointment and Reporting

1.1: You are required to join us on **17-10-2024**. The terms and conditions of your appointment shall be effective from your date of joining.

1.2: This offer is valid for 2 calendar days from the date of offer or your date of joining in the team whichever is latest.

Please indicate your acceptance of this offer of contract employment and the said terms & conditions by signing and returning the duplicate copy of this letter upon receipt of the letter.

1.3: You will initially report to Ritesh Saurabh, however your reporting is liable to change at the sole discretion of the company.

1.4: This offer of contract employment is subject to and conditioned upon the truthfulness of the representations you have made to the team during the re-cruitment/discussion process.

2: Initial posting and transfer

2.1: Your initial place of posting will be in Delhi. However, at the sole discretion of the management of the team ("Management"), you will be liable to do Work from Home.

3: Contract Period

3.1: You shall be on contract for a period of **75 days** from the date of joining the team (**17/10/2024**). The same may however be extended or the contract of employment may be terminated, if so, deemed necessary by the Management.

3.2: On completion of above given time, based on performance and other parameters, your contract will be renewed if required. A confirmation letter would be issued stating the same.

4: Emoluments and Taxes

4.1: Your Total Target Cash (TTC) will be **1,00,000 /- INR monthly**, payable by second day of following month.

4.2: You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your emoluments. The team or its management shall not be entitled to do it on your behalf.

5. Benefits entitlements

5.1: No service benefits beside TTC such as medical claim, paid maternity/paternity leaves, life insurance, pension, Provident Fund & Gratuity granted or promised.

5.2: Your "work week" will be Monday to Saturday. Daily working hours will be governed by the work and project deadlines. However, it may be necessary to extend these hours, or require your attendance at different times or weekdays depending on work demands; the same will be communicated to you by your manager/team from time to time.

5.3: Team will have three (3) days of declared holidays in remaining year.

6. Termination

6.1: During this contract employment period, either party (1: Badal Gupta, 2: Ritesh Saurabh) is free to terminate this contract employment without assigning any reason therefore by giving notice of such intent for a period of **fifteen (15) days**.

6.2: Notwithstanding the above, the team may terminate this Contract in any of the following events:

You are guilty of serious misconduct including but not limited to moral dispute.

You neglect your duties.

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice, unless you return to work within two (2) days from the commencement of such absence and give an explanation to the satisfaction of the team regarding such absence including submission of medical certificates as required.

You are in breach of your obligations of confidentiality to the team/project.

You do not comply with instructions or regulations imposed by the team or any of the terms and conditions of your employment with the team.

6.3: Upon termination of your employment, you shall immediately return to the team, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits, codes and other property belonging to the team/project that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the team. You shall also deliver to the team immediately all notes, analyses, summaries and working papers relating there to.

6.4: You shall also be required to clear all dues and formalities in respect any team/project facility. In the event you fail to settle accounts, complete necessary formalities or otherwise clear your dues, the team reserves the right to initiate appropriate legal action for recovery of dues at your risk and cost.

7: General employment obligations

7.1: During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for emoluments or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the team/project and use your best endeavour to promote the interest and business thereof.

7.2: You shall be governed by the service rules and regulations of the team, as amended by the Management, from time to time including the Code of Conduct, the terms of which are hereby incorporated by references here and there. You shall abide by and carry out operational instructions/procedures as contained in the team's guidelines and other administrative instructions as may be issued by the Management from time to time.

7.3: You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the team/project that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the team.

7.4: You shall ensure successful and timely completion of any job / work assigned to you. You would adhere to the norms of team discipline including working hours, meetings, systems and procedures.

7.5: You shall keep the team always informed of your latest postal address and intimate in writing in case of change of address. Any communication sent to you by the team on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

7.6: Non-Solicitation: You agree that for a period of three (3) months after termination or expiration of your employment with the team/project, regardless of the reason for termination, you shall not directly or indirectly, solicit for employment, or advise or recommend to any other person that you employ or solicit for employment, any person employed at that time by the team/project, or by any related entities in any projects thereof in which you have been engaged during your employment.

7.7: Non-Compete: It is the team/project policies to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics and encourage all employees to avoid all conflict of interest in any form or manner. Accordingly, all employees must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the team/project.

7.7.1: During the employment period and for a period of three (3) months following termination of employment, you will not, directly, or indirectly, work for, own, invest in, direct, or aid any company/team/project or person engaged in competition with the Company. A company or person is in competition with the Company if it solicits business, performs services, or delivers goods that are competitive to the Company, its customers, or its prospective customers.

7.7.2: The above clause pertaining to non-competition shall be enforced to the fullest extent permissible under the applicable law.

7.8: Non-Disclosure: You acknowledge that the Company/team/project owns an exclusive proprietary interest in certain confidential information and that such confidential information constitutes valuable commercial and industrial secrets of the Company. You acknowledge and agree that the misuse or unauthorized disclosure of any confidential information would constitute an act injurious to Company/team/project and that the unauthorized disclosure or use of any confidential information may adversely affect the Company/team/project business, competitive position and goodwill.

7.8.1: Your confidentiality obligations extend to all information of a confidential nature obtained or derived from the Company/team/project customers or prospective customers.

7.8.2: In view of the Company/team/project business relationship with different competing customers, you hereby covenant not to discuss any project-related information nor share any kind of data or techniques with other employees working on projects or accounts of another competing projects. You will take all necessary measures to protect the confidentiality of all information relating to the project for which you are responsible or to which your work relates, as well as any and all relevant data in your custody.

7.8.3: You hereby covenant not to mention anything about any competitors of the project when communicating with someone inside or outside the team. You agree to keep all discussions on matters relating to the specific project within the project team, and that this applies for all communication between all levels of the team/project.

7.8.4: You also agree not to take or remove from the premises without prior authorization in writing any original or copied material including any document, specification, drawing, diagram, plan, list, code, magnetic medium or any article relating to the Company/team/project interests, secrets, or products, past, present or future, except where by virtue of the nature of your duties you are acting in the Company/team/project interest and consent for such action would not reasonably have been expected to be withheld.

7.8.5: Under any or all circumstances, you agree not to make any public statements, social posts nor press releases about the project you are assigned to work on or are working on or about any competitors of that project, without written authorization from the team.

7.8.6: If, during the term of employment, you breach or violate any of the terms set out in this clause, you agree that this shall be sufficient cause for the team to terminate this Contract. You acknowledge and agree that the termination of this Contract shall be without prejudice to any other legal remedies that the Company may have against you.

7.8.7: You agree that upon the termination of your employment with the team for any reason whatsoever, whether such termination was made voluntarily or involuntarily by you, with or without cause, you will immediately return to the team any and all property, information, forms, formulae, plans, documents, code or other written or computer material, software or hardware, or copies of the same, belonging to the team within your possession or made or compiled or delivered to you during your employment.

7.8.8: You agree that the covenants and undertakings relating to non-disclosure that you have given herein shall continue regardless of the termination of your employment howsoever caused until such confidential information becomes part of the public domain.

7.9: Use of team/project Marks: You agree that you will not retain or use any information of project, at any time, any trade names, trademarks, service mark, or other proprietary project/team designation used or owned in connection with the business of the team, or any of the related corporations of the team. For clarity, it is hereby declared that ownership and title to all of the aforesaid properties shall at all times be vested in the team, or its related projects/entities, as the case may be.

7.10: Employment Invention: You shall disclose to the team promptly in writing any invention (the word invention is to be understood to mean anything which might be capable of protection, in any country, against copying by a patent, a registered design, copyright, or otherwise) which may occur to you either alone or in conjunction with any other person during your employment with the team, with the exception of inventions which you know to be not applicable to the field of activity of the organization. The company shall be entitled to get such invention(s)/ patent.

7.10.1: You shall inform the team at the commencement of your employment with the team of all inventions previously made by you is not precluded by contract from disclosing to the team and for which an application for a patent or a registered design has not yet been made.

7.10.2: The team will be free to adopt any of the employees' inventions to the team at the commencement of your employment with the team and conceived during your employment with the team, and to assign to others the right to adopt it, and the team will be absolutely entitled to any industrial or commercial protection rights anywhere in the world including rights arising from the obtaining of the letters of patent or design registration in respect of such invention. The team will notify to the employee if and to what extent the team will adopt the said rights.

7.10.3: You shall on the request of the team to execute any necessary assignment, application form or other documents necessary for obtaining any protection right, which the team will choose, and you shall assist the team if called upon to do so to obtain at the Company/team/project cost of such protection right.

7.10.4: You shall treat all information relating to such invention as confidential and disclose it only to your superiors or any

such person as your superiors direct. The employee shall not publish, except with the written consent of the team, any information in relation to any such invention.

7.10.5: You agree that all inventions, designs, improvements, writings, code, and discoveries made during your employment and pertaining to the business conducted by the team shall remain the exclusive property of the team. You shall assist the team in obtaining patents and copyrights on all such inventions, designs, improvements, writings and discoveries deemed suitable for patent and copyright by the team and shall execute all documents and all necessary actions to obtain the patents and copyrights and vest the team with full and exclusive title thereto, and protect same against infringement by others.

7.11: Conflict of Interests: By joining the services of the team you confirm that you have disclosed fully to the team any business interests or circumstance that conflict with the Company/team/project interests. You agree to disclose immediately to the team any conflict of interest between the team and you or any immediate relatives that may arise during your employment. You acknowledge that you have read, fully understand and agree to abide by, the terms and conditions of this disclosure shall form part of this present employment agreement.

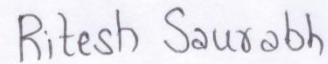
8: Governing Law and jurisdiction

This offer of employment shall be governed and construed in accordance with mutual agreement between 2 parties (1: Badal Gupta, 2: Ritesh Saurabh). It is agreed that any dispute of whatsoever nature between you and team will be subject to exclusive jurisdiction of courts of Delhi whether they be civil courts. In case this offer of employment is acceptable to you, please sign the duplicate copy of this letter and return to us as a token of your acceptance of the terms and conditions of employment offered to you.

Date: _____

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the offer of employment on the terms and conditions stated herein above.

Badal Gupta



Ritesh Saurabh