
Ref: Blackcoffer/HR/2022/BC0407

Date: 02/04/2022

Blackcoffer (OPC) Pvt. Ltd.

CIN: U74999BR2016OPC032844

Offer Letter as Software Engineer Associate at Blackcoffer

Dear Deepak Kumar Chouhan,

Congratulations!

I am pleased to offer you the position of **Software Engineer Associate** at Blackcoffer (OPC) Pvt. Ltd.

You are deputed at work from home and will be reporting to the Uttam Anurag, subject to the terms and contingencies set forth below.

Your role will be to work on various projects, as deemed fit by Blackcoffer.

Your date of joining is May 01, 2022.

You will receive a monthly sum of INR 8,000.00 during the probation period. Your probation period is for 6 months. After completion of six months, your annual salary shall be revised according to your performance and company policies, and the company norms.

Please sign the duplicate copy of this letter and *Annexure A to B* and return to us as a token of your acceptance. You are also required to sign an agreement regarding confidential information and proprietary developments and return the same with your acceptance at the date of joining.

Welcome to Team Blackcoffer!!

Sincerely,

Ajay Bidyarthi | Founder & CEO

Blackcoffer (OPC) Pvt. Ltd. | www.blackcoffer.com

Encl.: as above

Annexure A

Terms & Conditions of your offer are as follows:

1. Details of your Basic salary

You will receive a monthly sum of INR 8,000.00 during the work from home period.

2. Bonus Program

This position is an “incentive eligible” position, which means you will be eligible to participate in the Bonus program called PLVP (Performance Linked Variable Plan (PLVP)). Your annual opportunity is targeted up to 30% of your Guaranteed Cash (GC) effective from your month of joining. The actual award that you may receive can be higher or lower than the targeted amount depending upon individual performance, the performance of your sector, if applicable, and the performance of Blackcoffer. Your PLVP opportunity for 2022-23 (will be effective from your month of joining and will be prorated for the portion of the year worked).

3. Benefits

You will be eligible to participate in all employee benefit programs offered to all employees in accordance with the terms and conditions of those programs.

4. Performance Management Process -

You will be governed by the Performance Management Process which is a process to evaluate your performance against which are discussed and agreed upon between you and your supervisor.

5. Transfers

You are liable to be transferred or posted to any of the company's locations in India or outside of India as may be required. You may be required to work or visit at the client side for the projects.

6. Confidentiality

While working at the client side or interacting with the clients regarding work, you are required to maintain complete confidentiality about your work, projects being undertaken by the company, your salary or emoluments, employment contract, sensitive information regarding the company, and all your HR related information, etc. while interacting with the clients on official purposes. Any breach of this clause shall have serious repercussion on your employment with the company and may lead to termination of your job.

You will maintain utmost confidentiality about the project assigned to you and shall not divulge or share outside the project team, any information related to clients, documents, proprietary or sensitive information of the clients which may have a direct adverse bearing on the project, client or the company.

7. Conduct and Decorum

You are required to maintain highest decorum in the office. You shall not involve yourself in any unlawful activity relating to data theft or security breach of the software, code and systems. If you are found to be involved in any such unlawful activity then the company has the right to initiate action against you as per the relevant laws of the country.

You are expected to work with discipline, morality and ethics while discharging your duties in the company.

8. Parallel Assignments

You are offered a full-time job in the company. You shall not take up any parallel assignments or part time jobs while working with Blackcoffer. In case you are found to be involved in any such activity then the company has the right to claim such work /job as deemed to be executed by the company; and the company will also have the rights of the IPR of such work.

9. Joining documents

You shall produce the following documents at the time of joining or within joining in respect of item (b):

- a) Attested copies of certificates relating to your education and experience
- b) Relieving letter from your employer if employed prior to joining Blackcoffer.
- c) Scanned recent passport size color photographs
- d) Scanned Pan Card copy
- e) Any other additional documents as may be required by the Company

10. Resignation/ Termination

This company can terminate this assignment by issuing a notice period of 15 days to 30 days or the company reserves the right to relieve you from the company immediately by compensating the salary for the notice period.

In case you wish to resign from the company then you have to extend a notice period for 15 days to 30 days from the date of the resignation, however ever the company may relieve you earlier on its discretion.

In any eventuality stated above, you are required to hand over the charge diligently by submitting all the documents, code, information, assets etc. to the company and obtain a

No Objection Certificate (NOC) from the company before the final discharge from the services.

11. Signing

By signing this document, you concur to all the terms of the appointment as above and agree to abide by the terms stated above in its spirit and faith.

12. Office timing: Office starts at 10:00 AM and closes at 7:00 PM. Office is open to work from Monday to Saturday, i.e. 6 days in a week. Working timing are flexible.

13. You are requested to work on your own laptop during your probation period. We encourage you to work on your own laptop. It will give you complete freedom to learn, code, analyze and work.

Additional Conditions of Offer

ANNEXURE B

This offer is contingent upon the following:

Verification of information signed and submitted in connection with the Blackcoffer employment application and employee's authorization for Release of Personal Data Records Information.

Pls provide a self-declaration as per text below.

I hereby declare as on date __/__/__ (dd/mm/yy), I _____ (First name, Last name) son/ daughter of _____ (father/mother's name), aged about _____ (your age in years) residing at _____ (area/city/town) do hereby declare that I am mentally, physically fit and sound enough to perform duties and responsibilities for my position.

If applicable, understanding and agreement that your employment is to be "at will". This means that you or the Company, for any reason or no reason, may terminate employment and that nothing in this offer is intended to create a contract of employment for any period of time.

Understanding, agreeing, signing and returning the Code of Conduct and Proprietary Information forms of the Company or completion of online certifications as mandated.

Your acceptance and execution of this offer in the space provided below, and its receipt by a Blackcoffer staffing representative no later than two days following the date of the offer.

If it is found that you have misrepresented any information in your application for employment relating to educational/professional qualifications and compensation details your services are liable to be terminated with immediate effect, without any notice or compensation in lieu thereof. This is a critical role that provides you with some of the most privilege and confidential information of our Company, its products and its people. You acknowledge herein your understanding of the Confidentiality Provisions of the Code of Conduct and of other supplementary Documents, which includes Agreement Concerning Inventions and Proprietary Information, Non-Disclosure Agreements etc.

In addition, part of your above described compensation is in specific consideration for you providing reasonable Non-Solicitation, Non-Compete and Non-Disparagement assurances to us should you depart from the Company for any reason. Such provisions are described herein:

1. Non-Solicitation: For a period of one year following the end of your employment, you agree not to directly or indirectly recruit or attempt to recruit or hire any employee(s), sales representative(s), agent(s) or consultant(s) of the Company to terminate their employment, representation or other association with the Company without the prior written consent of the Company.
2. Non-Compete: For a period of one year following the end/termination of your employment, you agree to refrain from competing with the Company with respect to any aspect of its businesses, including without limitation, the design, manufacture, sale or distribution of similar or competitive products as an employee or consultant/representative of a competitor of any Blackcoffer component, sector or business you have worked for in the last 3 years.

3. Non-Disparagement: From your departure and in perpetuity, you further agree not to make any statement or criticism that could reasonably be deemed to be averse to the interests of the Company or its current or former officers, directors, or employees. Without limiting the generality of the foregoing, this includes any disparaging statements concerning, or criticisms of, the Company and its current or former directors, officers or, employees, made in public forums or to the Company's investors, external analysts, customers and service providers.

If an arbitrator or a court shall hold that the time or territory or any other provisions stated in these Sections above constitutes an unreasonable restriction upon you, the provisions of this Agreement shall not be rendered void, but shall instead apply to a lesser extent as such arbitrator or court may determine constitutes a reasonable restriction under the circumstances involved.

You agree that any violation of these commitments will be a material breach by you of this Agreement. You will also be liable for damages (both compensatory and punitive) incurred by the Company as a result of the Breach of any Confidentiality or Breach of the above paragraphs 1-3.

Candidate acceptance

I accept your offer of employment with Blackcoffer and agree to the conditions here on and in the offer letter.

Date:

Signature:

Place:

Name: