

Confidential

20th March 2025

Mr Divij Jain

OFFER OF EMPLOYMENT

Dear Divij

We are pleased to offer you employment in **Syscore Solutions Private Limited**.

The employment will take effect from 1st April 2025. You will be designated as **Software Engineer**, at a CTC of Rs. 6,00,000 (Six Lakh) Per Annum. The employment terms and conditions are mentioned in Annexure A and the compensation details are mentioned in Annexure B. Upon joining Syscore, you are required to sign an agreement relating to employment terms and conditions on the lines mentioned in Annexure A.

Please ensure your current and previous employments/contracts are terminated in full and past dues are settled prior to joining Syscore. Kindly sign and return a copy of this appointment letter as a token of your acceptance within 1 week from the date of this letter.

We welcome you to our innovative and dynamic team and foresee your potential skills as a valuable contribution to our company and clients.

For Syscore Solutions Pvt Ltd



Shekhar Chikara

Director



Annexure A

Employment Terms and Conditions

Profile Verification

This offer is provisional to the verification of details furnished by you during the discussions and interviews held so far. If any of these details are found to be incorrect or falsified at any point of time during your employment, this offer letter, and/or subsequent employment status stands cancelled with immediate effect.

Employee Duties and Responsibilities

- a. Duties: You will be starting your employment with the Company at the designated position as per the Offer Letter. However, you will be expected to perform the duties and responsibilities of the roles that will be assigned to you from time to time by the Company/Client. In the performance of your duties, you shall report directly to Senior Solutions Architect or any other person that the Company may, in its sole and absolute discretion from time to time designate.
- b. Responsibilities: You will be expected to display high levels of initiative and efficiency in your work. You are also expected to perform your duties and responsibilities meticulously and to the best of your capabilities and to the satisfaction of the Company. You are expected to show this level of commitment for tasks that are part of your job profile and any other task that you would be reasonably expected to perform during your employment with the Company.

It is your responsibility to ensure quality output in all activities that you engage in either directly as an individual or as a team member/leader. As a full-time employee, you shall devote your time and capabilities for the discharge of your duties and responsibilities. While you are in employment with the Company, you agree not to engage in any other gainful employment, business, or commercial activity. While you render services to the company, you will also not assist any person or organization in competing with the company or hiring any employees of the Company.



Place of Posting

This is a remote working position where all our employees work from home. We strongly believe that a remote workplace provides our team members the benefit of better work-life balance, reduced commute stress and increased productivity. The employees can work from any part of the country without any impact on their compensation. For connecting and collaborating, we use Slack, Zoom, Google Meet. In addition, we also have our in-person gatherings throughout the year.

Probation

You will be on probation for a minimum period of 3 months commencing from your date of joining the Company. If your performance is found satisfactory, at the end of your probation period, you will be confirmed in the services of the Company as per applicable terms and conditions. The probation period may be extended by a further period of up to 3 months at the discretion of the management of the Company. During the probation period, either party may terminate the employment agreement by giving the other party 15 days' notice and without assigning any reason. You will not be entitled to severance pay as a consequence of termination of employment during the probation period.

Compensation and Benefits

During the term of the employment, the Company shall pay to you the compensation and benefits stated in Annexure B of this agreement and it is agreed that you will accept the same as payment in full, for all services rendered by you to or for the benefit of the Company in your capacity as Software Engineer.

All forms of compensation referred to in this Agreement are subject to deduction of applicable withholding and payroll taxes as may be governed by the laws in force.

Other Benefits:

- a. Gratuity – You will be paid Gratuity as per Payment of Gratuity Act 1972
- b. Group Mediciam – You and your family (Spouse and maximum 2 children) will be covered under our Group Mediciam Policy



- c. Reimbursement of Work from Home set up (Furniture), of devices needed for smooth functioning of work and for professional development in line with the policies decided by the Company. Any certification course that an employee wants to enroll in has to be related to the profile that he/she is handling, which enhances their learning curve. For claiming the above reimbursements, a prior written approval from the Manager and HR needs to be obtained. These reimbursements can be claimed on successful completion of the probation period.

Please note that till the Medclaim policy becomes applicable to you, the company would not be liable in any form, other than for making the application for such policies.

Increments, Rewards and Promotions

Your career path in the company will solely depend on your capability, performance, and contributions. Your individual performance will be reviewed on a bi-annual basis by your managers and that would provide the criteria for your increments, rewards and promotions.

Quality Matters

You will be required to learn the processes being followed at Syscore from time to time and comply with the quality standards that are being enforced as part of these processes. Adherence to these quality standards and your general attitude towards quality will be an important parameter used in evaluating your performance.

Discretionary Bonus

This will be paid as per the company policy and is not guaranteed. It will solely depend on the performance and growth opportunities of the Company and the individual.

Working Hours

Normal working hours of the company are from 9.30 am to 6.30 pm including 1 hour of break (Monday to Friday). You may be required to work in flexible hours, according to the requirements of the job.



Holidays and Leave

In addition to Gazetted Public Holidays in India, you shall be entitled to the following Annual Leave Benefits:

Privilege Leave: 18 working days

Casual/ Sick Leave: 6 working days

Privilege leaves will be taken in accordance with the work exigencies of the Company. You will be allowed to carry forward a maximum of 5 days into the new calendar year. Any leave balance in excess of 5 days as at December end will automatically be forfeited. The 5 days that are carried forward must be utilized by March end of the new calendar year or they will also be automatically forfeited. Casual Leaves will lapse at the end of the calendar year.

There is no provision for Leave Encashment.

Also, at the year end, there is an extended Christmas/ New Year's break in accordance with the same being followed by our US counterparts.

Personal Information

It is your responsibility to keep your personal contact information up to date with Company and to duly notify any changes thereof. Additionally, you will also be required to update the changes in your civil or marital status.

Expenses and Reimbursement

You will be reimbursed necessary and reasonable out-of-pocket expenses incurred by you as part of delivering your responsibilities subject to submission of bills/tickets or associated documents within the framework of our policy guidelines and with prior approval of the same by the Company.

Termination

Unless your employment is not terminated earlier, you will retire on attaining the age of [60] years. Your employment may come to an end in any of the following manner:



- a. Voluntary resignation by you
- b. Termination on account of Breach of Code of Conduct. In this case, the Company may terminate the employment agreement with immediate effect, without giving any notice of termination and without paying any severance pay. The Code of Conduct shall be deemed as having been breached by any or all of the following:
 - 1. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment
 - 2. Commission of an act of fraud, whether prior to or subsequent to the date of employment
 - 3. Continuing, repeated and willful failure or refusal to perform agreed duties in the Company
 - 4. Gross negligence, insubordination, or violation of any duty of loyalty to the Company
 - 5. Commission of any act which is detrimental to the Company's business or goodwill or in breach of the Company's ethical code of conduct
 - 6. Violations of any other provision of this employment agreement
 - 7. Providing false information on your application for employment or to the Company at any time during the hiring process.
- c. Termination by giving appropriate notice
- d. Termination on account of long absence from work – If an employee remains absent from work, without any reasonable explanation, for more than 7 (seven) consecutive days, it will be presumed that he/she is no longer interested in working for the company and have abandoned its services, thereby terminating their contract of service. In such a case, the employee will not be entitled to any statutory or any other compensation.
- e. Termination on account of your incapacity or non-availability

On termination of your employment with the Company irrespective of the circumstances, you are bound to return to the company all property belonging to the Company or its Clients (including movable and immovable property, documentation, software, email correspondence) and all other information required for the continued execution of the duties of your role (such as login credentials, business contact information). You will also be required to provide assistance to the Company and its clients for achieving smooth transition, even after the employment has come to an end.

You are also bound to repay all outstanding debts or loans due to the company and the company is hereby authorized to deduct out of any payments due to you.



Notice Period for termination

A notice of 30 (thirty) days is required by either party to terminate this contract. Notice period is considered to start from the point the resignation/ termination letter is received by the concerned party. However, when situations warrant, as in the case of breach of policies or termination on account of misconduct, the company may decide to terminate the contract with immediate effect after giving you reasonable opportunity. The above clause of 30 (thirty) days' notice period will not apply if the services are terminated due to performance related issues. In such a case, a correction note (PIP) with notice of 15 (fifteen) days for meeting the performance expectation will be issued and the employment will stand terminated at the end of such 15 (fifteen) days period, unless the Company finds the improvement acceptable.

If the notice period being served is less than 30 days, then adjustments will be made on a pro rata basis while making full and final settlement.

Non Liability of the Company

If the employment agreement is terminated by you or the Company for any reason whatsoever, you shall not be entitled to any action or claim against the company before any court or arbitrator, on the grounds of wrongful termination of employment, or any other ground whatsoever.

Non Solicitation

During your employment with Syscore and for 2 years thereafter you shall not solicit any employee, consultant, adviser, customer, client or any other business partner, of the Company to leave their employment or other association with the Company, or to join as employee or otherwise any other business which is not affiliated to Syscore. You shall also not directly or indirectly on behalf of any other person, business or entity, solicit or entice any customers or potential customers away from the Company.

Non Disclosure

You also hereby agree to comply with the terms of any policies of the Company relating to the protection of confidential information (of the Company, its clients, customers, employees, and other business associates) from time to time. You are also required to strictly maintain as confidential and

not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other person except your immediate superior. Any disclosure of confidential information will be considered a serious misconduct and breach of the terms of your employment.

Non Compete

By joining this Company in the designated position, you hereby agree not to engage in any competing activity or business during the course of your employment. You confirm that you will not, for a period of 2 (two) years after termination (in any manner) of your employment, take up any employment or assignment with a competitor of the Company. However, this does not preclude you from joining any such competitor, so long as you are not being involved in delivering any service or responsibilities on behalf of such new employer or competing entity which can reasonably be expected to involve use of any confidential information (including the business or customer/ client data of the Company) to which you may have had access by virtue of your employment with the Company.

You agree to be bound by the terms of the Non-Disclosure, Non-Solicitation and Non-Compete Clauses and sign such further agreements or documents in relation to such matters that may be required by the Company during the term and for all times thereafter. Such agreement will continue to remain valid after termination of your employment with the Company.

Intellectual Property Rights

The Company or its clients, if directed by the Company, will retain ownership of all intellectual properties generated during the course of your employment as part of your duties or associated responsibilities. All intellectual property rights on all 'works' (as per Copyright Act, 1957 and subsequent amendments) generated or modified by you individually or as part of a team during the course of your employment and as part of your employment will be wholly vested in the Company or its Clients, if directed by the Company. By this contract you have also undertaken, during and after the term of employment, to sign any associated documents to further confirm the above ownership. If you fail to execute such documents within 15 (fifteen) days of receiving such demand from the Company, or if you are unavailable to sign such document, the Company is authorized to sign such documents on your behalf by appointing any other person. Unless permitted by an explicit agreement you are also bound to keep such matters confidential and shall use such 'work' for the sole benefit of the Company or its Clients, if directed by the Company.

Miscellaneous

- a. This employment supersedes all prior and existing agreements, both oral and written, between the Company and you, concerning employment in the Company, and may be modified only by a document which has been signed by both parties
- b. You are bound to abide by and adhere to the policies, rules and regulations enforced by the Company from time to time including those related to conduct, discipline, benefits, salary review, retirement, and any other matters as though these rules, regulations and orders were a part of this agreement of employment. Such policies, rules and regulations may be subjected to alteration and amendment.

Jurisdiction

This agreement is made with reference to the law of India and the appropriate court in Meerut will be the jurisdiction for all legal governance.


Amendments

The Company, at its discretion, may alter, replace, or annul any of the above, should circumstances so warrant either as a result of statute or otherwise. All changes will duly be updated on the Company's intranet or information made available through proper channels.

Declaration

I have carefully read and understood the above offer in entirety including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the Company as amended from time to time.

Name: Divij Jain

Signature: 

Place: Delhi

Date: 21 / 03 / 25

Annexure B

Salary Structure		
Particulars	Per Month (INR)	Per Year (INR)
Basic Salary	25,000	3,00,000
House Rent Allowance	10,000	1,20,000
Employer's Contribution to PF	1,800	21,600
Special Allowance	13,200	1,58,400
Total Cost to Company	50,000	6,00,000

- One time joining bonus of Rs 34,000 will be paid along with the payout for April'25
- Employee's Contribution to PF will be deducted from the Net take home salary
- You will be responsible for paying taxes on income earned by you, notwithstanding that applicable tax will be deducted at source by the Company
- TDS would be deducted in line with the prevailing Income Tax slabs

