

Date: 23rd Jan 2025

To,

Mr. Dilip Kumar

Emp code: EC044

Appointment Letter

Dear Dilip,

We are pleased to formally appoint you on the position of **Software Development Engineer (SDE)** at Now~A~Wave Technologies Pvt. Ltd, located in Jodhpur, Rajasthan, effective from **23rd Jan 2024**.

Your monthly salary, during the 6-month probation will be **INR 7,000 (Rupees Seven Thousand only)** per month for the first 3 months and **INR 9000 (Rupees Nine Thousand only)** per month for the following 3 months. Your annual CTC after confirmation, inclusive of all the allowances for this role will be **INR 1,44,000 (Rupees One Lakh Forty-Four Thousand only)**.

Upon your first day of employment, you will receive comprehensive orientation materials detailing our company's procedures, policies, benefits, and other pertinent information. Enclosed, please find the employment agreement for your review and signature. Kindly return both documents at your earliest convenience to indicate your acceptance of this offer.

Upon your acceptance of this offer, your employment will commence on the above-mentioned date, and your designated work location will be our office in Jodhpur.

We eagerly anticipate the opportunity to welcome you to our team and are confident that your contributions will greatly benefit our organization.

For Now~A~Wave Technologies Pvt. Ltd.



Dr. Ruchika HR



The Key Employment Agreement

This Key Employment Agreement (referred to hereinafter as the "Agreement") made on **23rd Jan 2025** by and between:

Now~A~Wave Technologies Pvt Ltd., 2nd floor fresh and green building, near Kalyan Jewellers, Sardarpura B road, Jodhpur, Rajasthan (hereinafter referred to as the "**Company**")

And

Mr. Dilip Kumar (hereinafter referred to as "the Employee")

The Company and the Employee shall collectively be referred to as the "Parties" and individually as a "Par ty".

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Date of Joining

Your date of appointment shall be the date of joining **(23rd Jan 2025)** the Company, expected to be effective date unless otherwise agreed to in writing by the Company.

2. Cost to Company

Your monthly salary, during the 6-month probation will be **INR 7,000 (Rupees Seven Thousand only)** per month for the first 3 months and **INR 9000 (Rupees Nine Thousand only)** per month for the following 3 months. Your annual CTC after confirmation, inclusive of all the allowances for this role will be **INR 1,44,000 (Rupees One Lakh Forty-Four Thousand only)**, subject to lawful deductions in accordance with applicable regulations. Payment will be disbursed through bank transfer only.

3. Employment Commitment

You agree to a minimum commitment of **one and half years** (from the date of joining) with our company.



As a security measure for this commitment, you have consented to pay the penalty on breach of this commitment, amounting to three times your current salary. The company reserves the right and privilege to engage in legal proceedings in the event of a breach of this agreement.

4. Probation Period

During a probationary period of **six months**, the company will closely monitor your performance and behavior within the team. Upon successful completion of this probationary period, your employment with the company will be confirmed.

5. Working Hours

The Employee agrees to work according to the Company's scheduled timings of 9:30 am to 7:00 pm. Additional work hours may be required based on project needs.

6. Weekly Off

All Saturdays and all Sundays will be designated as weekly days off. Assigned tasks are expected to be completed during regular working hours, meeting established deadlines and targets. However, in exigent business situations, the company reserves the right to request work on weekends (if required).

7. Public Holidays

The employee is entitled to all published public holidays by the company on a pro-rata basis, as per current company policy.

8. Duties and Responsibilities

The Employee is required to carry out duties as directed by the Company, prioritizing its best interests and adhering to legal obligations and directives. The Employee must refrain from undertaking any conflicting employment without obtaining prior consent from the Company.

9. Confidential Information

For the purposes of this Agreement, "Confidential Information" encompasses all non-public information or material provided, disclosed, or transmitted by the Company to the Employee, or to



which the Employee gains access during their tenure. This includes, but is not limited to, technology, contracts, financial data, client information, and business plans.

10. Confidentiality

The Employee is obligated to maintain strict confidentiality and refrain from using any Confidential Information of the Company for personal gain or without explicit authorization. Such information shall not be disclosed during or after the Employee's tenure with the Company.

11. Confidentiality for unpublished content

The Employee is prohibited from improperly using or disclosing any proprietary information belonging to former or concurrent employers. Furthermore, the Employee shall not bring any unpublished documents or proprietary information belonging to any previous employer onto the Company's premises without prior written consent.

12. Intellectual Property and Non-Disclosure

All intellectual property owned by the Company shall remain its exclusive property. The Employee agrees to promptly disclose and assign all inventions to the Company only and to maintain strict confidentiality regarding proprietary information.

13. Notice Period

The Employee/Employer may terminate employment by providing **at least forty-five business days'** notice after confirmation and seven business days' notice during the probationary period, in writing to the Employee/Employer.

Failure to provide proper notice or notice period by Employee may result in ineligibility for relieving, employment certificates and full and final settlement. Additionally, the company is not liable to provide background verification check for future employment opportunities.

14. Termination

The Company reserves the right to terminate employment at any time, without prior notice, for unethical or unprofessional conduct, as well as for poor or unsatisfactory performance. Termination may also occur in instances of gross misconduct or violation of company policies. Any such termination shall be at the discretion of the Company and may be effective immediately.



15. Company Clients and Non-solicitation

Following termination of employment, the Employee agrees to refrain from engaging with any clients of the Company for a period of two years. Additionally, the Employee agrees not to recruit or hire any other employees of the Company during this period of two years after separation from the company.

16. Return of Company Materials and Confidentiality

Upon termination of employment, the Employee shall promptly return all Company materials, including but not limited to documents, equipment, and proprietary information, in their possession or control. The Employee shall also certify in writing that all such materials have been returned. Furthermore, the Employee agrees to maintain strict confidentiality regarding any proprietary information obtained during their employment, even after termination.

17. Irreparable Damage and Enforcement

Breach of this Agreement may result in irreparable harm to the Company's business interests, including but not limited to loss of confidential information, competitive advantage, and damage to reputation. In such cases, the Company reserves the right to seek injunctive relief to prevent further harm and enforce compliance with the terms of this Agreement. Additionally, the Employee acknowledges that monetary damages may be inadequate to remedy any breaches and agrees to indemnify the Company for any losses incurred due to such breaches.

18. Arbitration and Jurisdiction

In the event of any dispute arising out of or relating to this Agreement, the Parties agree to make every effort to resolve the matter through mutual consultation. If such efforts fail to yield a resolution, the dispute shall be submitted to arbitration in accordance with the rules of arbitration in Jodhpur. The decision reached through arbitration shall be final and binding upon both Parties. All the legal proceedings will be done under Jodhpur Jurisdiction (if any).



19. Additional Clauses

This Agreement also includes provisions for amendment, assignment, headings, entire agreement, voluntary nature, governing law, and jurisdiction, as well as a declaration clause. These clauses are integral parts of the Agreement and serve to ensure clarity, enforceability, and compliance with applicable laws and regulations.

IN WITNESS WHEREOF, this Employment Agreement, comprising the foregoing terms and conditions, signifies the mutual understanding and agreement between the Company and the Employee. Both Parties acknowledge their consent and acceptance of the obligations and rights outlined herein. This Agreement shall become effective upon signature by both Parties and shall remain in force until terminated in writing in accordance with its provisions.

SIGNED BY:



Now A Wave Technologies Pvt. Ltd.

Employee [Signature]

