



# 565, Axis Pennmark Building, 2nd & 3rd Floor, 9<sup>th</sup> Cross,  
Sarakki, J.P. Nagar 3rd Phase, Bangalore – 560078 Karnataka, INDIA

### OFFER LETTER

**Feroz khan**  
4/836, rajpet, mtm,ap

**Date – 25th June 2021**

Dear **Feroz khan**,

We have pleasure in appointing you as **Developer** in **V2Soft Pvt. Ltd., Bangalore** location Your start date is 5<sup>th</sup> July 2021.

As an employee, you will be paid, as set forth in the Employment Agreement, for services rendered. You will be eligible for applicable holidays and vacation as outlined in the “Employee Handbook”. V2Soft has a monthly payroll. Your employment is subject to the terms and conditions set forth in the Employment Agreement (“Agreement”), which incorporates the Employee Handbook as stated in the Agreement.

Please be aware that all employees are evaluated during employment relative to their individual performance. In the event there may be compensation adjustments, the adjustment will be determined by management and based upon factors as: your length of service and overall job performance.

A brief overview of our benefits is listed below. (See Employee Handbook for detailed description, guidelines, and terms and conditions)

**Benefits: Effective from the first day of your service:**

**Group Medical Insurance:** V2Soft currently provides a Medical plan with Reliance Insurance Company. The Employee contributes towards part of the Premium.

**Leave Plan:**

You will be entitled to leave plan as per the Employee Handbook.

**Holidays:**

As an employee, you will be eligible for holiday pay as observed by V2Soft. Please refer to “Employee Handbook”. (Also check the client location holiday list)

We welcome you as a member of our Organization and look forward to your long and fruitful association with the Company.

*This offer is conditional upon the results of all applicable reference, background checks and it supersedes all other offers either, verbal, written, expressed or implied.*

**Acknowledgement by:**

**Nidhi Laskar**  
**Manager - HR & Operations**  
25th June 2021

**Feroz khan**  
**Employee**  
25th June 2021



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### EMPLOYMENT AGREEMENT

This Employment Agreement is effective on **25th June 2021** between V2Soft Pvt. Ltd, with office at # 565, Axis Pennmark Building, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, 9<sup>th</sup> Cross, Sarakki, J.P. Nagar 3<sup>rd</sup> Phase, Bangalore – 560078 Karnataka, INDIA and **Feroz khan** .

### STATEMENTS

- A. The Company is engaged in the business of development and/or implementation of computer software and other technology products for its Clients.
- B. The Employee has education and experience, which would be useful to the Company in its business.
- C. It is in the Company's best interest to secure the services of the Employee and the Employee's specialized knowledge and unique capabilities with respect to the business of the Company.
- D. The Company and the Employee wish to set forth in writing the terms and conditions of the employment of the Employee.

NOW, THEREFORE, the parties agree as follows:

### ARTICLES OF AGREEMENT

#### ARTICLE 1: EMPLOYMENT

- 1.1 The Company agrees to engage the Employee as **Developer** and the Employee accepts such employment by the Company on the terms and conditions set forth in this Agreement. The Employee agrees that he/she is well qualified in their professional field to serve the Company faithfully in this capacity and to perform such duties and responsibilities as may be established by the Company and/or its Client from time to time.
- 1.2 **Working Hours:** The standard working hours in the office will be from **12:00 PM to 09:00 PM** local time including lunch break. The exact schedule can be determined between the Employee and the Company based on the exigencies of the project the Employee is assigned to. Employee may be required to work in shifts and/or in extended working hours, as permitted by law and as per the requirements of the project.
- 1.3 **Probation:** On joining the Company Employee shall be on probation for two months. However, the Company reserves the right to extend the probation period by further period of two months. During the probation period, the employment may be terminated by the Company at any time by providing to the Employee 15 days' notice in advance and without assigning any reason whatsoever. Provided if the Employee wishes to resign during the probationary period, the Employee will be required to provide two months' notice. Notwithstanding anything stated above, the Company may in addition to the notice period require the Employee to complete the project undertaken by him/her before relieving him/her.  
Upon satisfactory completion of probation period, the Company will confirm the Employee's services. However, the Company reserves the right to confirm the Employee even before the completion of the probationary period or to extend the probationary period or to terminate the services at any time on unsatisfactory performance at any time during the probationary period.



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- 1.4 **Travel and overseas postings:** Depending on the job requirement Employee should be willing to travel anywhere within India or abroad. While Employee is travelling, he/she will be paid salary along with other benefits as per the company policy.
- 1.5 **Increments and Promotions:** Employee's performance and contribution to the Company will be an important consideration for salary increments and promotions. Salary increments, and promotions will be based on the Company's rewards program notified from time to time.
- 1.6 The Employee agrees to devote the Employee's entire energy and full and undivided attention exclusively to the business of the Company and/or Company's Client.
- 1.7 The Employee agrees and represents to the Company that he/she is not subject to any existing contract, or business which would be in conflict and affect or impede the Employee's ability to perform in accordance with the terms of this Agreement. To the extent that Employee is subject to the terms of a Confidentiality Agreement with another entity, Company expects Employee to abide by that agreement.
- 1.8 Employee understands and agrees that all documents related to his/her employment with Company may be shared by Company with its Client for whom Employee is providing services at any time. This would include but not be limited to documents related to hiring, background check, drug and alcohol tests, and other relevant information which shall have sufficient consents as required under the law. Employee agrees, as a condition of employment, to sign any documents that Company's Clients require, including agreements related to Intellectual Property Rights and Restrictive Covenants.
- 1.9 **Termination:** At any time during the employment, the Company will be entitled to terminate the Employee services by giving 60 days' notice in writing, or by payment of 60 days salary in lieu of such notice. In the event the Employee desires to leave the services of the Company at any time during the employment, the Employee will be required to give the Company **60 days'** notice in writing or 60 days salary in lieu of such notice. Provided in the event the Employee desires to leave the services, the Company shall have the sole discretion to waive the requirement of service of notice period or payment of notice period salary and relieve the Employee with immediate effect without any further liability for payment of salary or any other sums. Notwithstanding anything stated above, if the Employee is in the middle of a project at the date of his/her resignation, in spite of the notice as above, the Employee shall not be relieved from the Company unless the Employee has trained a replacement for the project to the satisfaction of the Client.
- . The company may dismiss the Employee from employment without notice if the Employee: a)  
Engages in serious misconduct  
b) Commits a serious or persistent breach or non-observance of any condition of your employment c)  
Is convicted of an indictable offence  
d) Knowingly or repeatedly acts (i) in excess of his/her powers; or (ii) in contravention of the instructions of the management  
e) Knowingly or repeatedly fails to perform the Employee's duties assigned by your reporting manager.  
f) Acts with gross or repeated incompetence or negligence to the material detriment of the company, the company or their affairs  
g) Grossly or repeatedly contravenes the provisions of the Non-Competition clause or the confidentiality clause hereof



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- h) Is involved in drug/substance abuse
- i) Has not informed the Company of any legal cases pending against you and any bond/agreements which might affect employer-employee relationship
- j) Conflict of interest in any work employee performs.
- k) Poor performance with related to the work assigned

Upon termination of the employment /agreement, the Employee will be obliged to immediately return to the Company all property belonging to the Company including materials, documents and information copied in any form whatsoever (laid down in any form whatsoever, data carriers, computer software and data files), articles, keys and similar items.

Employee is required to provide transition to the reporting manager and/or Sr.QA involved in the assignment before getting relieved from the company. Company has right to waive any compensation/benefit to employee upon termination, if the employee fails to provide proper knowledge transfer.

## **ARTICLE 2: COMPENSATION**

- 2.1 The Company agrees to pay the Employee an annual salary **Rs. 14,00,000/- (Fourteen Lakhs only)** less taxes as applicable. Please refer to **Annexure A** for detailed Salary structure
- 2.2 The Employee's Compensation is payable Monthly as per the policies of the company.
- 2.3 The Employee further agrees that if the Employee gets overpaid due to any clerical or payroll error, the employee understands to reimburse the extra amount received, to the company.

## **ARTICLE 3: FRINGE BENEFITS**

Employees are subject to the policies in the Employee Handbook and are, unless otherwise indicated in this Agreement or in applicable plan documents, eligible for the benefits described therein.

## **ARTICLE 4: LEAVE & HOLIDAY POLICY**

The Employee is entitled to leave, as per the Leave & Holiday Policy defined in Employee Handbook which shall be amended from time to time.

## **ARTICLE 5: REIMBURSEMENT OF EXPENSES**

The Company recognizes the Employee may make certain expenditures for travel, entertainment and other business-related expenses necessary to carry out the Employee's duties under this Agreement. The process for Reimbursement shall be as defined in the Reimbursement Policy of the Company.

## **ARTICLE 6:**

The term of this Agreement shall commence from the effective date of employment of Employee with the Company.



# 565, Axis Pennmark Building, 2nd & 3rd Floor, 9<sup>th</sup> Cross,  
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#### **ARTICLE 7: CONFIDENTIALITY AND SECONDARY EMPLOYMENT:**

- 7.1 The Company has acquired and developed and will continue to acquire and develop systems and procedures, business and financial data, credit information on customers, lists containing the names, addresses and business habits of customers, sales reports, price lists and other information (all of the foregoing is referred to as the "Proprietary Information").
- 7.2 The Proprietary Information is confidential, important, and unique to the Company's business. The Company and the Employee acknowledge the Proprietary Information represents trade secrets of the Company or its subsidiaries.
- 7.3 For the Company to properly protect the Proprietary Information, ISO 27001-2013 process is being followed for data security. The Employee recognizes it is essential that confidentiality, integrity & availability to be maintained with respect to their functions. Certain restrictions be imposed upon the Employee during the course of employment and for a reasonable period thereafter.
- 7.4 The Employee agrees to keep all Proprietary Information confidential. The Employee agrees to refrain from communicating or divulging any of the Proprietary Information including any information about Company's products or services or clients or employee information to any person, firm or corporation during the term of employment and for a period of five (5) years following the termination of this Agreement for any reason whatsoever.
- 7.5 The Company has acquired, and during the Term the Employee will acquire much similar information about the business of the Company's Clients. The Employee agrees to treat the information acquired about the Company's Clients in the same manner and under the same restrictions of this Article 7. Employee may not engage in outside employment, including self-employment in private practice, which is incompatible with the full and proper discharge of their duties and responsibilities to V2Soft. Employees only may engage in secondary employment if all the following conditions are met:
- i. Secondary employment does not conflict with the goals and objectives of V2Soft and does not create a conflict of interest or a perceived conflict of interest;
  - ii. Secondary employment does not interfere with or decrease the quality or quantity of the employee's job performance for V2Soft; and
  - iii. V2Soft is notified in writing of the identity of the secondary employer or private practice, the expected hours of work weekly and strict compliance with items 1 and 2 above AND upon a written approval from CEO.
- Any employee who fails to comply with this policy will be subject to disciplinary action up to and including discharge.

#### **ARTICLE 8: RESTRICTIVE COVENANTS:**

The Employee covenants and agrees that during Employee's Employment with Company and for a period of Two (2) years following the termination of his/her employment for any reason whatsoever, the Employee shall not directly or indirectly do any of the following:

- 8.1. Solicit or accept any business, employment, or contract for goods, services, or deliverables, from a person, firm or corporation that is or was a Client of the Company during the time the Employee is employed by the Company; Solicit or accept any business (directly or indirectly), employment, or contract for goods, services, or deliverables, from any person, firm or corporation that is a prospective Client of



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the Company with whom the Employee had any dealings on the Company's behalf during the term of employment; and

- 8.2 Engage in a business (as an employee, shareholder, partner, owner, investor, or contractor) that competes with the business being conducted by the Company at the time of the Employee's termination of employment.
- 8.3 Solicit, indirectly or directly induce, or attempt to induce any employee to terminate his/her employment with Employer and/or Client, he/she will not solicit, entice, take away, or employ or contract, directly or indirectly, any person employed by Employer and/or Client at any time during Employee's employment with Employer.
- 8.4. Employee may obtain from Company a written exception to the foregoing.

#### ARTICLE 9: REMEDIES OF COMPANY:

- 9.1 The employee acknowledges the restrictions imposed by this agreement are reasonable and are necessary to protect the legitimate business interests of the company. The employee also acknowledges and agrees that such restrictions do not and will not impose an undue hardship on the employee.
- 9.2 If the Employee breaches any of the restrictions imposed by this Agreement, the Employee agrees the Company has the right to obtain an injunction to prevent any further violations and the additional right to recover court costs and reasonable attorney's fees incurred by the Company.
- 9.3 The Employee also agrees that if the Employee breaches any of the restrictions imposed by this Agreement, the Company can recover damages for breach of this Agreement, court costs and reasonable attorneys' fees incurred by the Company.

#### ARTICLE 10: BINDING EFFECT:

This Agreement is binding upon, inures to the benefit of, and is enforceable by the heirs, personal representatives, successors and assigns of the parties. This Agreement is not assignable by the Employees without the prior written consent of the Company. The above notwithstanding, the Company may assign this Agreement without the consent of the Employee to a subsidiary of the Company, to an entity that acquires the Company, to an entity with which the Company merges or to an entity which is acquired by the Company.

#### ARTICLE 11: TRADE SECRETS:

- a. **General.** Employee recognizes and acknowledges that Employee has had access to certain highly sensitive, special, unique information of the Employer that is confidential or proprietary. Employee hereby covenants and agrees that during Employee's employment and following the termination thereof, regardless of the reason for such termination or by whom, Employee will not use or disclose any Confidential Information or Trade Secrets learned by Employee at any time during Employee's employment, except in connection with Employee's duties as an employee of the Employer.
- b. **Definitions of "Trade Secret" and "Confidential Information":**  
For purposes of this Agreement, the following definitions apply:
  - i. "Trade Secret" means the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique or improvement of the Employer, whether in written, electronic, oral or





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other form, that is valuable and secret (in the sense that it is not generally known to competitors of the Employer).

- ii. “Confidential Information” means any data or information of the Employer, whether in written, electronic, oral or other form, other than Trade Secrets, that is not generally known by the public. To the extent consistent with the foregoing definition, Confidential Information includes without limitation: (A) pricing procedures and financing methods of the Employer, together with any techniques utilized by the Employer in designing, developing, manufacturing, testing or marketing its products or in performing services for Clients and accounts of the Employer; (B) Customer lists, the special requirements of particular Customers, and the current and anticipated requirements of Customers generally for the products or services of the Employer; (C) any contracts, designs, product specifications, software programs, source codes or similar information of the Employer; (D) the specifications of any new products or services under development by the Employer; (E) information related to products under development or testing by the Employer or which the Employer at any time is seeking to license or acquire for development or testing and (F) the business plans and financial statements, reports and projections of the Employer. However, Confidential Information does not include information that becomes part of the public domain other than as a result of disclosure by Employee, or information that becomes available to Employee on a non- confidential basis from a source other than Employer without a breach of any obligation of confidentiality owed to Employer.
- c. **Inventions and Intellectual Property:** Employee’s assignment with Employer and/or its Client may require that Employee create, design, develop improve systems, data, software, improvements, inventions, discoveries, innovations, systems, techniques, ideas, processes, programs, and any other item which is made or conceived by Employee, whether alone or jointly, while employed by Employer (and assigned to Client) or within six (6) months thereafter (the “New Developments”). New Developments belong to Employer, or as determined by Employer and its obligations, by its Client. Employee agrees to sign an agreement transferring any rights or interest at any time requested as a condition of employment or continued employment. Employee agrees that while employed and for six (6) months thereafter, Employee will fully and promptly disclose to Employer and to the Client to whom it is assigned, as applicable, any and all New Developments. Employee further agrees that all rights in any New Developments shall belong exclusively to the Employer and/or its Client, as applicable, and that Employee will, at Employer’s or Client’s request, execute any and all documents and take all lawful action necessary to insure Employer’s or its Client’s ownership of such New Developments, including, without limitation, the assignment and transfer to Employer and/or its Client, as applicable, of all rights, title and interest in and to such New Developments. All work done for Employer’s Client by Employee, including, but not limited to, work performed during normal business hours and after business hours, whether performed on Employer’s or Client premises or elsewhere, shall be a work for hire. Employee represents and warrants that Employee does not have any continuing obligation with respect to the assignment of inventions or patents to any previous employer and owns or claims no previous unpatented inventions.
- d. **Ownership; Return:** Employee acknowledges that all Trade Secrets, Confidential Information, and New Developments are the sole, exclusive and valuable property of the Employer and or its Client and that Employee has and will acquire no right, title or interest therein. Any and all printed, typed, written, electronic or other material or information that Employee may have or obtain with respect to Trade Secrets, Confidential Information or New Developments (including without limitation all copyrights



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therein) will be and remain the exclusive property of the Employer and/ or its Client, Employee, upon his/her cessation of employment for any reason, will deliver any and all such material (including any copies) promptly to the Employer.

#### ARTICLE 12: MISCELLANEOUS:

- a. **Amendments.** The parties agree that this Agreement may be amended from time to time and any provision hereof may be waived by the parties hereto.
- b. **Survival.** The restrictive covenants in this Agreement and any other provision that by its terms includes an obligation that extends past employment, survives the termination of this Agreement, a breach, and/or the termination of Employee's employment or assignment.
- c. **Notices.** All notices and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given or made if delivered personally. On Termination of this agreement the Company may deduct from any sums than owing from it to you by way of salary or otherwise any sums owing from you to it.
- d. **Governing Law.** This agreement will be governed by and construed in accordance with the Laws of India. Any claim, action, suit or other proceeding initiated by either party under or in connection with this Agreement must be asserted in the exclusive jurisdiction of Courts of Bangalore, India.
- e. **Entire Agreement.** This Agreement, together with any other documents and agreements entered into in connection herewith and referred to herein, set forth the entire understanding among the parties relating to the subject matter thereof, and supersede all prior agreements, arrangements, understandings, negotiations, representations or discussions. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder as third-party beneficiaries or otherwise. The "Company" mentioned in the agreement not only applies to V2Soft Pvt. Ltd but also to V2Soft Inc and its related subsidiaries AND any other Company where V2Soft or V2Soft officer(s) or owner(S) have interest. This includes but not limited to Employ me LLC, Core edge Inc., Sqwirrel LLC, V2Soft Mexico, V2Soft Italy, Qwik Events and others.

#### ACKNOWLEDGEMENT:

By their signatures below, the parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement, (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice, (iii) they understand each provision, (iv) they are not under any duress, (v) they are not relying upon any representations or promises that are not set forth in this Agreement, and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking. Further, the Employee agrees to be bound by the Employee Handbook and other Policies of the Company as notified and applicable from time to time.

#### Acknowledgement by:

Nidhi Laskar  
Manager - HR & Operations  
25th June 2021

Feroz khan  
Employee  
25th June 2021





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**ANNEXURE A**  
**SALARY STRUCTURE DETAILS**

Further to your offer as **Developer** with our organization, the details of your salary structure are given herewith.  
The salary is liable to deductions as per the Indian Income Tax Act.

<b>COST TO COMPANY</b>		
	<b>Amount in Rupees</b>	
<b>Particular</b>	<b>Monthly</b>	<b>Annual</b>
Basic	56,000	6,72,000
Dearness Allowance	5,600	67,200
House rent Allowance	28,000	3,36,000
Conveyance	4,000	48,000
Medical Allowance/Reimbursement	6,000	72,000
Lunch Allowance	4,000	48,000
Leave Travel Allowance	4,000	48,000
Special Allowances	5,247	62,964
Statutory Bonus	1,500	18,000
<b>Sub Total 1</b>	<b>1,14,347</b>	<b>13,72,164</b>
Employer contribution to Provident Fund	1,800	21,600
Employer contribution to Medical Insurance	520	6,240
<b>Sub Total 2</b>	<b>2,320</b>	<b>27,840</b>
<b>Total cost to Company Sub Total 1 &amp; 2</b>	<b>1,16,667</b>	<b>14,00,000</b>

<b>NET TAKE HOME SALARY SUBJECT TO TDS IF ANY</b>	
	<b>Amount in Rs</b>
Gross Salary-Sub Total 1	1,14,347
<b>Deductions</b>	
Employees Contribution to Provident Fund	1,800
Professional Tax	200
<b>Net Take Home</b>	<b>1,12,347</b>

For V2Soft Pvt. Ltd.

Nidhi Laskar  
Manager - HR & Operations  
25th June 2021

Feroz khan  
Employee  
25th June 2021

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**ANNEXURE B**

Please get the below documents on the date of joining V2Soft

1	Offer Letter
2	<b>Relieving letter from Current employer</b>
3	3 passport size photos (White background)
4	Updated Resume
5	2 References
6	Photocopies & Originals
	- Degree Certificate & Mark sheet
	- Any Master certifications
	IDENTITY PROOF: (Any Two of the following)
	- Valid Passport Photocopy
	- Driving License Photocopy
	- Voter ID card photocopy
	<b>-Aadhar Card Photocopy (Mandatory)</b>
	- Pan Card Photocopy
	- Corporate Photo ID card
8	Proof of Date of Birth (10th class)
9	3 months' Pay slips (sealed and signed from HR)
10	3 Months Bank statements
11	Provisional Form 16 or Tax computation sheet