

Shradha Aditya Gandhi
88/89, Sukrawar Peth,
Solapur North
Maharashtra- 413002

20-Sep-21

APPOINTMENT LETTER

Dear **Shradha**,

We are pleased to appoint you in the company on the terms and conditions set forth herein below:

Designation	:	Android Developer
Joining Date	:	20-Sep-21
Compensation	:	Your Total Compensation shall be Rupees 4.20/- LPA Lakhs per Annum (Four lakhs Twenty Thousand Only) or Monthly 35,000/-

1. Probation Period

Your probation period will be for 3 months. A confirmation letter shall be issued for your confirmed appointment at the end of the probation period.

2. Reporting & Location

The Company reserves the right to change your reporting to any other person, the Company deems fit at its sole discretion. Your present place of posting would be Gurgaon / NCR. The Company reserves the right to transfer/depute you to any of its affiliates/subsidiaries/associates/offices/departments/locations at any place, existing at present or which may be established in future in India or abroad, for such period as it may deem fit. In such cases, you will be governed by the terms and conditions of service applicable at the new placement.

3. Compensation and Benefits

The allowances, benefits and other terms and conditions of employment shall be as per the Company policies, as applicable from time to time. The Company may subsequently re-structure a part of or the entire compensation being paid to you as agreed herein. Your compensation and benefits are subject to change as per the Company policy on performance, salary reviews or such other reasons as recognized in law and as the company may determine from time to time.

4. Company Policies

The Company may introduce, implement or change any guidelines, standards, rules, codes, policies and practices from time to time and the same shall apply to your job responsibilities and shall be binding on you. This may affect or result in modification of the terms and conditions governing your employment, which is set out herein or elsewhere, and you shall be bound by the same. Reference to codes, policy/s, Guidelines and rules in this letter shall mean and include existing rules and orders and any amendments/modification, thereto, from time to time.

5. Assessment

You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the Company. Performance assessment shall be conducted to assess your performance and suitability, as per the Company policy.

6. Termination / Resignation

Your employment can be terminated by giving 60 days' written notice ("Termination Notice Period") from either side. However, the Company shall have the right to decide the terms, tenure and manner of your relieving, at its sole discretion. **During the probation period your notice period would be 15 days from either side and per the completion of the tasks assigned.**

The Company may terminate your employment immediately, without giving above referred Termination Notice Period or any compensation in lieu thereof, due to the following reasons, which include without limitation:

- a) Your act of negligence or ineffectiveness in the performance of your duties.
- b) You are found to be otherwise unreliable or of un-sober habits or immoral in conduct.
- c) Your willful disobedience of lawful orders of the Company.
- d) Your repeated failure to comply with directions of the Company.
- e) Submission or declaration of false information or fake documentation at your end to the Company.
- f) You are guilty of any misdemeanor or misconduct which includes without limitation:
 - i. Commission of any act not in conformity with discipline or committing any act of indiscipline, Including without limitation, acting or taking decisions, which are outside your scope of work or for which you are not, authorized.
 - ii. Breach of Confidentiality.
 - iii. Breach of Code of Conduct communicated by the Company from time to time.
 - iv. Involvement or alleged involvement in any activity of a criminal nature or any other activity Prohibited by law.
 - v. Noncompliance or breach with any of the terms & conditions of employment or instructions, policies, regulations etc. issued by the Company from time to time.
 - vi. Breach of any statutory duty or obligations.
 - vii. Any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company.
 - viii. Repeated absence without intimation and permission;
 - ix. Fraud, misappropriation or dishonesty in respect of the Company's property or business.
 - x. Acceptance of illegal gratification, in any form whatsoever.
 - xi. Act(s) of moral turpitude.

Prior to leaving the Company, you shall ensure that all your ongoing activities are successfully completed and all such activities, records, documents and any other property belonging to the Company are properly handed over to your manager in-charge/supervisor the person identified by the Company.

In case you leave the company without serving your notice period or proper relieving, the company has the right to claim losses arising out of your sudden departure.

7. Repayment of Expenses

In case the Company (Quy Technology Pvt Ltd) has paid the shortfall in notice period pertaining to your previous employment to you or your previous employer, expenses (if any) with respect to your relocation, joining expenses, transportation & lodging and any other miscellaneous expenses, you shall be liable to refund the entire amount back to the Company or it shall be adjusted in full & final settlement, in case you leave the Company or your services are terminated for any reason, prior to you completing one year of service from your date of joining.

8. Confidentiality

The term 'Confidential Information' means any know-how, information or property relating to or used or possessed by, the Company, its affiliates and group companies, and includes, without limitation, trade secrets, all intellectual property rights, any data, documents and, information in relation to the Company's business and its customers, products & services developed and / or acquired by the Company including related processes, and documents prepared or directed to be prepared by any employee based on such Confidential Information, whether communicated in oral, written, graphic, electromagnetic, or any other form.

In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential and you shall be obligated to keep such information as confidential. It is understood that in the course of employment with the Company, you shall have access to a variety of information, knowledge, documents and property related to the Company's business or affairs and may have contact with the Company's customers, suppliers, other employees and similar persons and may assist in creation and/or development of certain property. The Company desires to preserve goodwill of its business and business relationships and protect the details of its business and affairs from disclosure and unauthorized use and to ensure ownership of certain property.

During the period of your employment with the Company, and after the termination thereof for any reasons, because of the valuable nature of the Confidential Information, you shall maintain and protect secrecy of the Confidential Information. You shall not, directly or indirectly, undertake or attempt to undertake any of the following activities which shall include without limitation: (a) Disclose any Confidential Information to any other person or entity; (b) Use any Confidential Information for your own purposes; (c) Make any copies, adaptations or any other form of reproductions of any Confidential Information; (d) Authorize or permit any other person or entity to use, copy, disclose, publish or distribute any Confidential Information; or (d) any activity which the Company is prohibited from undertaking. You will be responsible to maintain the confidentiality, integrity, and availability of the information that you are authorized / approved to access. This includes:

- Accessing protected information only as relevant and necessary to perform official work.
- Ensuring security of information to which you have access, including hard copies and information downloaded to workstations.
- Refraining from physically or electronically removing information without prior written consent of appropriate owner / custodian.

- Refraining from installing software with potential of compromising security of systems or integrity of data.
- Participating in appropriate training on information security.

9. Miscellaneous

- a. You shall keep the Company informed of any change in your residential and communication address, your family status or any other relevant particulars. If the change in correspondence /residence address is not intimated, any communication sent at the last address available with the Company shall be deemed to have reached you.
- b. You shall be responsible for the payment of any income tax arising from this employment as per the terms of Income Tax Act, 1961. In this regard, the Company shall be entitled to make deductions from your compensation in accordance with all applicable acts.
- c. You will also be entitled to leave facility as per the Company rules as may be in force from time to time. You will be entitled for 15 earned leaves and 6 casual / sick leaves per year. The Leaves shall be on a pro-rata basis and depends on number of months worked in the company in a year.
- d. Work timings are 9:30 AM to 6:30 PM from Monday to Friday.
- e. During the course of your employment with the Company or any of its associated/holding companies, you shall not carry any private consultancy and shall not accept any work or employment from any competitor of the Company or any of its associated companies, which may be detrimental to the interest of the Company or any of its associated companies. You shall always maintain confidentiality of all technical, procedural, organizational, managerial, academic and other important matters and also the course materials, software, etc. which in the opinion of the Company or any of its associated companies are vital for its business interests.
- f. You shall not at any time disclose or divulge, except under legal obligations, of which you shall give prior written intimation to the management, any of the Company's affairs or confidential information which may come to your notice during the course of employment.
- g. You shall behave and conduct yourself in an orderly way and shall not remain absent from the place of work without the permission of your manager in-charge/supervisor.
- h. All matters relating to your appointment and compensation is purely a matter between you and the Company, accordingly, this information and any future changes pertaining to the same must be treated as strictly personal and confidential.
- i. All works such as programs, system designs, manuals, literature, reports, products, etc., developed by you, while in the Company service shall at all times be deemed to be the Company Property. All the Intellectual property rights including but not limited to Copyrights, Trade Mark, Patents, Designs, etc. in such works shall be with the Company and you shall not have any claims on the same.
- j. Prior to leaving the Company or expiry of your Termination Notice Period, you shall ensure that all outstanding dues that are against your name, in the records of the Company, are duly settled by you to the satisfaction of your manager in-charge/supervisor and a no-due acknowledgement is submitted by you to the reporting manager or designated HR person. In case you fail to perform the aforesaid, Company shall have the right to refuse payment of your full & final settlement dues as well as handover of your relieving Letter to you.

- k. This position is of continuous responsibility and does not entail payment of extra-time or over-time.
- l. You are requested to produce the proof of your age, relieving letter from your previous employer, academic qualification certificates, two passport size photographs and proof of last drawn salary with true copy of the same for our records on joining.
- m. Your appointment with the Company shall also be governed by the policies, rules and regulations laid down by the Company from time to time.

This letter is based on the information/particulars provided by you to the Company. If, at any time, in future, it is found that any information provided by you is incorrect or any material/relevant information has been suppressed / withheld, then your employment is liable to be terminated forthwith without notice. If any provision of this letter is or becomes invalid or unenforceable, that provision shall not in any way affect the validity or enforceability of the remaining provision of this letter.

In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed, in token of your having understood and accepted the same. This letter will not be valid if we do not receive your acceptance within seven (7) days of receipt of this letter.

Yours sincerely

For Quy Technology Private Limited (the "Company")



Arjita Chawla
Head Human Resource

I have read and understood the above terms & conditions of my appointment and employment with the Company and have accepted the same.

Signature : Shradha
Name : Shradha Aditya Gandhi
Date : 10-02-2022
Place : Solapur