

Date: **09 January 2023**

To,
Jeetraj Soni,
Indore,

Sub: Appointment LetterDear **Jeetraj,**

With reference to your application and subsequent interview, we are pleased to formalize your appointment with Techracers Private Limited hereinafter referred to as a company on the terms and conditions given below:

1. Designation - **Solution Engineer**
2. Date of Appointment - **09 January 2023**
3. Annual CTC -
4. Annual Gross -
5. Annual Variable -
6. Personal email Id - **jeetraj.soni26@gmail.com**
7. Permanent Address
101-102 Abishek Tower ,22/23 Usha Nagar,Indore,Madhya Pradesh,India,452009
8. Enclosed :
Annexure A: Terms & Conditions
Annexure 1: Detailed remuneration structure

For Deqode



Mohini Bansal
Head -HR
(For & on behalf of Techracers Private Limited)

Annexure A: Terms and conditions

- 1.) Your CTC will be (**CAN NOT BE DECLARED OUTSIDE AS IT IS CONFIDENTIAL**) Per Annum as per Annexure 1.
- 2.) **Salary Revision:** Your next performance review will be done after completion of 1 year in the organization from the date of joining/Confirmation.
- 3.) **Place/Transfer:** Your normal place of work will be at our **Indore** office. The company may however reassign and/or transfer you to any unit/ office/ branch/ location or in any of our associate companies/or a client location at any time in any part of India and/or abroad at the sole discretion of the company. The company may also assign you to projects that require you to travel within and outside of India. In the instance of your travel on behalf of the company, you would be entitled to reimbursement of expenses and allowances as per company policies applicable at that time.
- 4.) **Probation/Confirmation:** You will be on a probation period for **6 Months**. Your performance will be assessed for confirmation on various parameters as may be required according to company's policies at the time of assessment. Depending upon the assessment of your performance during this period, the probation could be extended. In circumstances of poor or unsatisfactory performance during the probation period, your employment with the company may be terminated without any prior notice.
- 5.) **Leave:** You would be entitled to take leaves as per the Company's Leave Policy.

- 6.) **Rules & Regulations and Code of conduct:** Your employment will be governed by rules and regulations and code of conduct laid down by the company, including those as provided on the company's intranet. You are required to follow the code of conduct and disciplinary rules, which may be framed or modified from time to time. Also, by joining the company, you are accepting all the prevailing policies of the company and any future changes in the policies from time to time.
- 7.) **Confidential Information:** The parties agree that information disclosed orally or in writing or made available by the company to employees, including, but not limited to, information acquired from employees, trade secrets, strategic plans, invention plans and disclosures, customer information, computer programs, software codes, databases, suppliers, software, distribution channels, marketing studies, intellectual property, information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel, confidential information originally received from third parties, information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed as "Confidential Information". In addition, the existence and terms of this agreement shall also be treated as confidential information. The parties agree that any confidential information disclosed prior to the execution of this agreement during the course of employment was intended to be and shall be subject to the terms and conditions of this agreement.
- 8.) **Non-Solicitation:** During the term of employment and for a period of 24 months following the team member's termination/resignation of the employment with the company, the team member shall not, without the explicit written permission of the company, enter into any sort of employment contract with any of the company's current or former clients. The team member agrees that he/she will not solicit for work, provide service or advice or assist others with the opportunity to do the same, any client of the company. The team member agrees that the company has the right to seek legal help and enforce this clause if he/she is in breach of the same.
- 9.) **Background Verification:** The team member agrees that the offer of employment is conditional on the satisfactory results of background checks to be conducted by the company. The team member consents to all the standard checks by the company and acknowledges the fact that his/her offer may be withdrawn if the checks are not passed satisfactorily.
- 10.) **Restrictions and Exceptions:** The team member agrees to maintain the confidentiality of the confidential information and to prevent its unauthorized dissemination or use for a period of two (2) years from the date of last disclosure by the company.
- 11.) **Non-Disclosure:** The team member expressly agrees that he/she shall not use the confidential information provided by the company in the development or delivery or for personal gain by providing any products or services for his/her own account or for the account of any third party. The team member shall protect the confidential information by using the same degree of care, but no less than reasonable care, to prevent its unauthorized use, dissemination, or publication in the same manner in which the team member protects his/her own confidential information. The team member shall limit his/her internal disclosure of the confidential information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility.
- 12.) **Ownership of Confidential Information:** All confidential information, and all material items delivered by the company to the team member, remain the property of the company, and no license or other rights in the confidential information are granted to the team member by this agreement or by the act of disclosure.
- 13.) **Return of materials and documents:** Upon the written request of the company, the team member shall return to it or erase or destroy all materials that contain or embody any confidential information of the company, including but not limited to all computer programs, documentation, financial statement, forms, notes, plans, drawings, customer information and copies thereof. Return or destruction of such material shall not relieve the team member of his/her obligations of confidentiality. Upon the request of the company, the team member will certify that he/she has complied with the provisions of this paragraph.
- 14.) **Non-Circumvention:** The team member agrees to not circumvent the company and work with business associates, clients, and other third-party vendors introduced by the company. This non-circumvention provision shall expire at the end of two (2) years from the termination of his/her employment.

- 15.) No Tampering:** While the team member is employed by the company and for Two (2) years following the termination of the team member's employment with the company, the team member shall not:
- (a) Request, induce or attempt to influence any supplier of goods or services of the company to curtail or cancel any business they may transact with the company.
 - (b) Request, induce or attempt to influence any customers of the company that have done business with the company or its potential customers which have been in contact with the company to curtail or cancel any business they may transact with the company.
 - (c) Request, induce or attempt to influence any employee of the company to terminate his or her employment with the company.
- 16.) Remedy:** The team member hereby acknowledges that any unauthorized disclosure or use of confidential information or a breach of this agreement is a fraud perpetrated on the company, which could cause significant and irreparable financial harm. Accordingly, the team member agrees that the company shall have the right to seek and obtain injunctive relief from breach of this agreement in addition to recovery equivalent to ₹ 10 lakh per each instance for breach of agreement; it may have from a court of competent jurisdiction.
- 17.) Termination of employment:**
- (a) In the event of resignation or termination of services, an employee has to serve a **60 Working days** notice period. In case you give the notice to resign from your employment, the company reserves the right:
 - (i) To require you to leave at any time during the notice period without payment of salary in lieu of the balance notice period.
 - (ii) Not to accept any payment in lieu of notice as may be offered by you.
 - (b) In the event of any misconduct on your part, including but not limited to:
 - (i) Fraudulent, dishonest, or undisciplined conduct.
 - (ii) Breach of integrity, embezzlement, misappropriation or misuse, or causing damage to the company's property.
 - (iii) Insubordination or failure to comply with the directions given to you.
 - (iv) The insolvency or conviction for any offense involving moral turpitude.
 - (v) Breach of any terms or conditions of employment.
 - (vi) Irregularity in attendance, or unauthorized or unapproved absence from the place of work.
 - (vii) Going on or abetting a strike in contravention of any law for the time being in force.
 - (viii) Conducting yourself in a manner which is regarded by the company as prejudicial to its own interests or to the interests of its clients.
 - (ix) Misconduct as provided under the labor laws or under the company's policies, your employment may be terminated forthwith by the company without notice and/or salary in lieu of notice.
 - (c) If an employee fails to serve **60 Working days** notice period, he/she will be liable to pay a sum of ₹1,50,000 to the company. On termination of your employment, you will immediately hand over to the company all of the company's property, which may be in your possession including but not limited to access card, correspondence, specifications, books, documents, templates, market data, records, confidential information intellectual property, etc. belonging to the company or relating to its business and shall not retain or make copies of these items. It is further agreed and understood that until such time by which all of the company's property is returned, the company shall, in addition to initiating legal proceedings for recovery (and without Prejudice to any other rights or remedies that Company may have under law or equity), be entitled to withhold your salary, emoluments, or other immediate or future dues payable to you, and may further, at its discretion, deduct there from the full value of the said property/properties calculated at its then replacement price. You recognize and agree that the company shall be entitled to recover from you and you shall be bound and liable to make good to the company any loss suffered by the company on account of misuse of the company's property by you and/or any damage occasioned to the company's property, whilst in your custody. The amount against the loss can be from INR 1,00,000 to 10,00,000. You also acknowledge and accept that at the time of release from the employment of the company, irrespective of the reasons for cessation of employment, you will comply with all policies of the company and sign and submit documents as may be required as per the exit policy of the company.

In the event of your failure to attend to your duties for a period of 7 (Seven) consecutive days, without any valid reason or without prior approval of the management, it will be considered as your absconding from work and the company shall be entitled to terminate your employment without any notice or payment in lieu of notice and you will be liable to pay a sum of ₹ 1,50,000 for this loss.

In case the employee is declared absconded from the company due to any defined or non-defined reasons then the company has all the rights to freeze the salary bank account of the employee and reverse to the employer's salary account.

(d) Except to the extent the company may otherwise direct, the employee shall keep secret and confidential the company's and its client's information, proprietary intellectual property, documents instruments relating to inventions, secret processes, special techniques, names and addresses of other employees working for the company and its clients and the like, which he/she may acquire or have acquired during his/her job/service as aforesaid or during his/her service with the company during the continuation of his/her employment, as well as thereafter, and not disclose them to any third party.

(e) The employee agrees to work on software development, maintenance, and support assignments at the company's discretion in India and /or overseas.

(f) This agreement shall survive and remain in effect and expressly terminated in writing and signed by all parties, or until Two (2) years from the date of termination of employment between the company and the team member. The team member acknowledges that the company shall or may in reliance on this agreement provide team members access to trade secrets, customers, and other confidential data and goodwill. Team member agrees to retain said information as confidential and not to use said information on his/her own behalf or disclose same to any third party.

18.) Deduction: All payments to you under the terms of employment are subject to deduction at source under the Income-tax Act and other enactment that may be in force from time to time. All the deductions will be made from time to time as per the applicable law for example Provident Fund, ESIC, Professional Tax but not Limited to the said. The company will also be entitled to deduct from the payments due to you, any dues payable by you to the company. Accordingly, you are required to submit all required proof of permitted savings/investments and other details at the time specified by the finance department to enable the company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the company is required to pay any interest or payment under the income tax act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without any objection.

19.) TERMS OF JOB / SERVICE:

(a) The employee shall, while on job/service, work with all due care, and diligence and to the best of his/her ability and abide by and conform to all the rules and regulations and conditions in regard to hours of work, holidays, discipline and other conditions observed at the workplace to ensure harmony and team effort.

(b) The employee during the period of his/her job/service and familiarization shall follow the instructions of the senior employees, officers of the company, and other designated authorities – including clients' officers – under whom he/she may from time to time be assigned. He/she will at all times obey the rules and regulations to promote harmony and work as a member of the team. He/she shall attend any technical or part-time courses conducted internally or by a technical or educational institute approved by the company if such attendance is required in the discharge of his/her duties. He/she will not engage him/her in any work/assignment other than that arranged by the company even while off duty and shall devote him/her solely to the objectives of the job/service.

(c) All disputes arising in the matter of your appointment will be subject to the jurisdiction of the appropriate courts of Indore.

20.) ADDRESS FOR THE PURPOSE OF SERVICE:

All communications between the company and the employee shall be deemed to have been effectively served if mailed by registered post and/or email to the address/email ID recorded above on the 1st page. Any change in the above addresses of the company employee shall be provided to the company by registered post and/or email within a period of seven (7) days of such change. If no such change has been provided or received, the address mentioned above shall be deemed to be the address of the concerned parties and delivery of such notice at the above address will constitute sufficient notice to the employee for all remedial proceedings judicial or otherwise, to be initiated, as necessary.

21.) Miscellaneous:

(a) The date of termination will be taken as the day when any written communication either an email (on official e-mail address as recorded below at the end of both parties) in the appointment letter or a signed letter is received by the other party. After submitting the resignation neither any paid leaves/comp-off will be allotted to the employee nor the employee can avail of any paid leave/comp-off while serving the notice period.

(b) The company may change/amend its policy from time to time and the old company policy may, at any time, and at management discretion, change/amend/modify with or without notice to the employee. You are liable to follow the modified policy from the effective date.

22.) General:

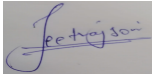
The waiver by any party or a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. This agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this agreement. If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

We are delighted to have you in the Company & hope that this will be the beginning of a long and successful career with us.

Declaration: I, **Jeetraj Soni**, by undersigning this document, declare that I have fully reviewed and understood the details of the appointment letter and that I agree with all the terms & conditions of the employment. I accept the employment opportunity extended by the company.

Name: JEETRAJ SONI

Signature:




Date: January-12th 2023

Address: 22/23 Usha Nagar,

101 Abishek Tower, Indore

For Deqode



Mohini Bansal

Head – HR

