



WEBTENOR APPS

1. Appointment Letter

Date: 02/12/2020

EMPLOYEE CODE: WA-004

Dear Kamal Gupta

Position: Software Engineer

This has reference to your application and selection for the above-mentioned position. Webtenor (hereinafter referred to as “Webtenor Apps” for brevity’s sake) is pleased to offer you employment and appoint you as a Software Engineer with effect from 05-11-2020 on the following terms & conditions:

Compensation and benefits:

1. Your gross monthly salary would be as per Annexure - A.
2. Your salary is strictly confidential and must not be discussed with other consultants, employees or interns/trainees of Webtenor Apps.
3. The Company will deduct the applicable tax at source from your salary in accordance with the prevailing provisions of the Income Tax Act, 1961.
4. Employees eligible to get bonus shall be paid bonus as and when it is declared based on merit.
5. It is agreed between both the Parties that it shall be open to Webtenor Apps from time to time to vary any remuneration, benefit, facility or perquisite that may be extended based on your performance and continuation of the project in hand and as per prevailing Company policies from time to time.

Terms of Employment:

1. You will observe work timings and holidays as applicable to your project and place of work. The work timings and holidays may be modified from time to time depending on the particular project undertaken by the Company.
2. You will be placed to work in Webtenor Apps or at any of our existing/prospective Clients’ office locations based on your skills and projects in hand. Your Current Location would be: Chandigarh. This is subject to change based on the projects in hand and your skill sets.
3. In case of a project where your services are required at a Client’s office location, you are required to be present at such time and place as has been intimated to you in advance. On transfer to a Client’s office location, you will observe the work timings and holidays as applicable to the location and place of work where you have been transferred without any change in remuneration.



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4. You may also be called upon to undertake tours and or other assignments in connection with the company's business at any place within the territories of India. While in such tours, you will be eligible for traveling expenses and other allowances according to the rules as per our travel Policy in force.
5. Your services are liable to be transferred to any other sister company/associate company/group company or its subsidiary company, anywhere in India or abroad. Such transfer shall not terminate or modify this agreement and you will continue to be liable to comply with your obligations arising herein.
6. Retirement from services will be on attaining the age of 60 years.
7. The scope of your duties and responsibilities and leave rules are being given to you separately along with this letter as outlined in Annexure - B.
8. You shall regularly sign the attendance sheet / register or follow the system maintained by Webtenor Apps for registering the attendance of the employees of the Company.
9. You will forthwith inform Webtenor Apps of any changes in your permanent residential address.
10. The appointment and its continuance is subject to your being found and remaining medically (physically and mentally) fit during the term of your employment with the Company. Webtenor Apps reserves the right to ask you to undergo such medical examination as and when considered necessary.
11. You will devote your whole time diligently and faithfully to the Company's work and duties assigned to you, and shall not undertake any other employment, occupation, business or work, canvassing work, or other work whatsoever with or without honorary or remuneration, whether directly or indirectly.
12. You shall, at all times, strictly observe the service rules as applicable for the employees and staff of the Company and the rules and regulations at the Client's Office location, as may be applicable.
13. You shall follow the rules and regulations as enumerated in the Code of Conduct as laid down in Annexure-C.
14. You shall be expected to work with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act as per the best interests of the Company and will at no time, do or say anything that compromises the company's goals and reputation.

Covenants relating to Non - solicitation and non - compete:

1. For a period of three (03) years from the termination/ expiry of the tenure of employment with the Company you shall not solicit or take away, directly or indirectly any person, entity or business that was at the time of expiry/ termination of your employment for any reason a Client or prospective Client of the Company or any of the Company's subsidiaries or affiliates.
2. You undertake that during the term of your employment you shall not join the employment of any of the companies, firms, or organisation or entity, business directly/ indirectly in competition with the business as that of the Company and as well as for a period of one (1) year from your relieving date.

Confidentiality and Non-Disclosure Obligations:

1. You agree that the Confidential and Proprietary Information shall not be divulged, published or reproduced before any person without the express written consent of the Company. For the purposes of this Letter of Appointment, Confidential and Proprietary Information would mean any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers and prospective customers of the Company) prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering,



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hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to you by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by you, and all other information which would not be obtainable by you if you were not associated with Webtenor Apps, Neoteric or the Company's Clients, during the course of employment with the Company, whether it is during or after working hours of the Company.

2. These non-disclosure and confidentiality obligations shall be effective from the date of joining and shall continue to be in effect till the expiry of your employment with the Company and for an additional period of one (1) year from your relieving date.
3. You acknowledge that if you fail to comply with any of your obligations hereunder, the Company may suffer irreparable loss and harm for which monetary damages may not be adequate. You agree that, in
4. addition to all other remedies provided at law or in equity, the Company shall be entitled to injunctive relief hereunder.
5. Any unauthorized disclosure of Confidential and Proprietary Information, even if it does not appear that anyone has benefited from such action or that the Company has been harmed would be a serious case of indiscipline and would render you liable for termination forthwith, notwithstanding other terms and conditions mentioned in the appointment letter.
6. At the time of the termination of your employment with the Company, you shall be expected to deliver immediately to the Company any and all the drawings, notes, memoranda, specifications, documents, together with all the copies thereof, and any other material containing or disclosing any Confidential Information of the Company or Clients. Further, any property situated in the Company's or Client's office location premises, and owned by the Company's or Clients, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company personnel at any time with or without notice.
7. It may be noted that the Company reserves its right to approach any appropriate authority to seek injunctive, restraint orders or other prohibitory relief against you with a view to restrain you from committing breach of Clause 1 above.
8. For the above purpose, i.e. Clause 1 and 2, competitor/ competition means any company, firm, organization, entity or person who is engaged or intends to engage in one or more of the same or similar business activity as that of the Company.
9. If working at a Client site, you will not take any documents pertaining to the business of our Client or other storage media products tapes, floppy disks or CD's and Software products including but not restricted to Operating systems, Applications, Utilities, Antivirus and other related items without the written permission of our Client.
10. Appraisal are on yearly basis. Employee can not leave the organisation for 6 months after the appraisal.

Intellectual Property:

1. The Employee is aware and expressly acknowledges that Webtenor owns and retains all proprietary rights in its website, logo, branding, products, services, etc., and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The same contains the copyrighted material, trademarks, and other proprietary information of Webtenor, and the Employee agrees not to copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted



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material, trademarks, trade names, service marks, patents, designs, or other intellectual property or proprietary information accessible to him, without first obtaining the prior written consent of Webtenor, or if such property is not owned by Webtenor, the owner of such intellectual property or proprietary rights. The Employee agrees to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

2. Unless expressly agreed to in writing, nothing contained herein shall give the Employee any right to use any of Webtenor's copyrights, patents, designs, trade names, trademarks, service marks, logos, domain names, information, reports or other distinctive brand features, save according to the provisions of this Agreement. All intellectual property created by the Employee during her employment with Webtenor is deemed exclusively developed for Webtenor, and the Employee expressly and unconditionally agrees that the same shall be the exclusive property of Webtenor, and all intellectual property rights, including but not limited to patents, trademarks & copyrights, relating to the same at all times shall reside with Webtenor, and that at no point does ownership of the same or any part thereof reside with the Employee.
3. The Employee is aware that any reproduction or infringement of the aforementioned intellectual property, or use of the same after termination / expiry of the Agreement or her employment with Webtenor will result in legal action being initiated against the Employee by Webtenor Apps.

Term and Termination:

1. You shall be on Probation for a period of 3 months from the date of joining. Your probation period may be subject to review and may be extended in writing for a period of time as deemed fit by the Company based upon your performance at the end of the three months as stated hereinbefore. You will be deemed confirmed as a permanent employee of the Company unless otherwise explicitly stated in writing. Your confirmation as a permanent employee of the Company shall be dependent on your performance during the Probation period, and the decision of the management of the Company shall be final in this regard.
2. Your employment is also subject to background verification by the Company in any manner it deems fit. In the event the background verification is negative in nature your employment will cease immediately and you would be asked to leave the Company without any notice period or costs to the Company.
3. This Letter of Appointment may be terminated by giving 45 days notice period for junior position and 3 months of notice period for Senior position from either Party.
However, the Company reserves the rights at its sole discretion to substitute the giving of 45 days prior notice by paying you salary for 45 days in lieu of the notice period as aforesaid. It is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/ resignation letter will be accepted by the Company only on your satisfying the 45 day's notice period for junior position and 3 months of notice period for Senior position as stated in this clause E (3). Further, till such time as the Company accepts your termination/ resignation letter, you will be deemed to be an employee of the Company and you shall be governed by the terms and conditions of your employment.
4. No such notice or payment in lieu thereof will be necessary from the Company if your service is terminated by way of dismissal for violations of Company's rules and regulations or any gross misconduct or activities prejudicial to the interest of our Client.
5. On the last day of your employment in Webtenor Apps, you will be required to produce No Dues Certificate from your supervisor/ head/ manager of the project at the Webtenor Office.



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6. While working at the Client Office, if you wish to resign, you can do so by sending your resignation letter to Webtenor Apps along with the No Dues Certificate. You will not announce your leaving by way of email, verbal or any other means of communication to our Client until you receive the relieving order from Webtenor Apps.

Arbitration:

Any dispute or difference arising out of or in connection with or in relation to this Letter of Appointment, its performance, interpretation or breach or otherwise shall be resolved by a mutually agreed sole arbitrator and the proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any enactment or modifications thereof. The Arbitration shall be held at Bangalore and the proceedings shall be conducted in English Language.

For Webtenor Apps

Human Resources



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2. ACKNOWLEDGEMENT

I hereby confirm that I have signed and received the original of this Appointment Letter. I have read and understood the terms and conditions of the appointment and accept the same.

Name : Kamal Gupta

Signature: Kamal Gupta

Place : Kathua, Jammu and Kashmir

Date : 5/12/2020



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ANNEXURE - A

Date: 02/12/2020

EMPLOYEE CODE: WA-004

Employee Name: Kamal Gupta

Position: Software Engineer

<u>Particulars</u>	<u>Annually</u>	<u>Monthly</u>
CTC	4,20,000.00	35,000.00
Gross Salary	4,20,000.00	35,000.00
Basic Salary	210,000.00	17,500.00
HRA	84,000.00	7,000.00
Transport Allowance	19,200.00	1,600.00
Medical Allowance	15,000.00	1,250.00
Other Allowance	91,800.00	7,650.00
Gross Salary	420,000.00	35,000.00
Net in Hand Salary Before TDS	420,000.00	35,000.00

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ANNEXURE – B

LEAVE

3. Privilege Leave

1. All Permanent Employees will be Eligible for 01 day Casual Leave (CL) per month for 12 days in a calendar year.
2. Employees shall be allowed to carry forward unavailed leave subject to a maximum of 7 days in a leave year.
3. Employees who join during the leave year (January - December) shall be entitled to Casual Leave (CL) on a pro-rata basis. However New Employee can avail of privilege leave accumulated to his/her credit only after confirmation. The provision for carry forward for employees joining during January to December will be 12 days CL.

4. WORKING HOURS

The office timings for your work schedule would be 10:00 AM to 07:00 PM Monday to Friday.

You are bound to attend office even if it is a holiday if instructed by the Supervisor to attend a meeting or for any other purpose connected with the Company. In the event of your attending office on a holiday on instructions of your Supervisor, you shall be given an option of taking a regular working day as a holiday. However, such a holiday has to be availed of within 30 (thirty) days of your having attended office on the aforesaid holiday.

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5.
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Human Resources

Employee



ANNEXURE - C

6. CODE OF CONDUCT

1. The conduct of the employee is expected to be exemplary in his public life.

2. The employee shall in particular be governed by the following code of conduct:

A. The Employee shall not:

- a) Neglect his duties.
- b) Propagate a communal or sectarian outlook, or incite or allow any person to indulge in communal or sectarian activity.
- c) Discriminate against any person on the ground of caste, creed, language, place of origin or social or cultural background.
- d) Indulge in, or encourage, any form of malpractice connected with the Company's activities.
- e) Remain absent without leave or without the previous permission of the Reporting Officer.
- f) Accept any job of a remunerative character from any source other than the company or engage him in any business.
- g) Ask for or accept, except with the previous sanction of the Reporting Officer, any contribution, or otherwise associate himself with the raising of any funds or make any other collection, whether in cash or in kind of pursuance of any object whatsoever.
- h) Accept, or permit any member of his family or any other person acting on his behalf to accept any gift (gift includes transport, boarding, lodging, other service or any pecuniary advantage when provided by any person other than a near relation or personal friend having no dealings with him in connection with the Company) from any person with whom he has come into contact by virtue of his position in the Company.
- i) practice, or incite any person to practice casteism, communalism and untouchability
- j) Cause or incite any other person to cause any damage to the property of the Company
- k) Behave in a disorderly manner or encourage or incite any person to behave in a disorderly manner in the Company's premises.
- l) be guilty of or encourage violence, or any conduct which involves moral turpitude
- m) Organize or attend any meeting during the office hours except when he is required, or permitted by the Reporting Officer. .
- n) Become an active member of any political party in a manner which would be detrimental to the best interests of the Company.
- o) Encourage himself or participate in any demonstration which is prejudicial to
the smooth running of the Company or resort to or in any way abet any form of strike or coercion in connection with any matter pertaining to his service or of any other employee.

3. The Employee shall



- a) be punctual in attendance and be regular and methodical in respect of his work and also for any other work assigned to him by the Reporting Officer.
- b) Abide by the rules and regulation of the Company and also show due respect to his superiors.

C. The breach of any condition specified in A or B above shall be deemed to be a breach of the Code of Conduct as well.

D. In addition, the following acts on the part of the employee shall be treated as breach of the Code of Conduct:

- a) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful order of a superior.
- b) Theft, fraud, embezzlement, sabotage or dishonesty in connection with the funds and property of the Company.
- c) Demanding, taking or giving bribe or illegal gratification or commission.
- d) Habitual late attendance.
- e) Habitual absence without leave.
- f) Habitual negligence or neglect of work or not keeping to established norms and rules for efficiency.
- g) Striking work or inciting others to strike work in contravention of the provisions of any law or of these orders.
- h) Tampering with documents, records, attendance registers etc., either of himself or of any other employee.
- i) Conviction by any court of law for any offence involving moral turpitude. (j) Causing disturbance or creating nuisance, causing annoyance, teasing or causing physical harassment, pain or injury to other employees, visitors, etc.,
- (k) Obtaining employment by concealment or misrepresentation of materials particulars.
- (l) Distributing or exhibiting within the premises any bills, pamphlets or posters etc., except when previously authorised by the directors.

B. The Employee shall strictly observe the following code of Behavior:

- (a) He shall report duty five minutes before the office starts.
- (b) He shall sign the attendance register before starting work.
- (c) In case he is late for the office he shall report to the Reporting Officer before starting work.
- (d) If the employee comes late three times in a month as per timings of his workplace, he / she will loss one day's salary.
- (e) If the employee is absent for more than one day, he should report to the Reporting Officer before resuming duty.
- (f) He should submit all the information, registers, returns, etc., within the



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stipulated time.

- (g) He should treat all the employees of the Company with respect and courtesy. He should never use discourteous language while giving expression to disagreement or disapproval.

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