

Offer Letter

Dear Harshal Parteke,

Congratulations! We are pleased to confirm that you have been selected to work for MARKYTICS CONSULTING PRIVATE LIMITED. We are delighted to make you the following job offer:

The position we are offering you is that of Fullstack Developer .This position reports to Deepak Kumar.

We would like you to start work on 13/02/23. Please report to Deepak Kumar for documentation and orientation. If this date is not acceptable, please contact me immediately. On joining, you will be invited to our HR tool in which you may be required to upload your documents.

Please sign the enclosed copy of this letter and return it to me by 21-01-23 to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of MARKYTICS CONSULTING PRIVATE LIMITED and look forward to working with you.

Sincerely,

Aastha Yadav

MARKYTICS CONSULTING PRIVATE LIMITED

Accepted by,

Harshal Parteke

BY AND BETWEEN

Markytics Consulting Pvt Ltd, a company incorporated under the Companies Act, 1956, having-its registered office at SP TBI Andheri West, Mumbai, India - 400053 (herein after referred to as the "Company" or "Employer", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

AND Harshal Parteke (hereinafter referred to as the "Employee", which expression shall, unless repugnant-to the meaning or context hereof, be deemed to include all permitted successors and assigns).

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Employee as follows:

1. Interpretation

In this agreement the following terms shall have the following meanings:

- a) "ConfidentialInformation" any trade secret or other information which is confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by theEmployee) and which belongs to any GroupCompany (whether stored or recorded in documentary or electronic form) and which(without limitation) relates to the business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, designs or similar of any Group Company, or to which any GroupCompany owes a duty of confidentiality to any third party and including in particular ;
- b)"The Employment" the employment of the Employee by the Company in accordance with the terms of this agreement;
- c)"Group Company" the Company, any company of which it is aSubsidiary (being a holding company of theCompany) and any Subsidiaries of the Company or any holding company, from time to time;
- d)"Subsidiary" a company as defined in section 1159 of theCompanies Act 2006;
- e)"Termination Date" the date on which the Employment ceases.

2. Position

- a. Upon execution of this Agreement, the employee would be posted as the Fullstack Developer of the Company.
- b. During the term period of this Agreement, the Company may change the employee's above mentioned post (or position) or location based on the Company's production, operation or working requirements or according to the employee's working capacities and performance, including but not limited to adjustments made to the employee's job description or work place, promotion, work transfer at the same level, and demotion, etc., or adjustments made to the employee's responsibilities without any change to employee's post (or position).

3. Term and Probation Period

- a. It is understood and agreed that the first 180 days of employment shall constitute a probationary period ("Probationary Period") during which period the Employer may, in its absolute discretion, terminate the Employee's employment, without assigning any reasons and without notice or cause.
- b. After the end of the Probationary Period, the Employer may decide to confirm the Employment in its sole discretion.
- c. After the end of the Probationary Period, this Agreement may be terminated in accordance with Clause 12 of this Agreement.
- d. Employer employs Employee and Employee accepts employment with the Employer for a period of twelve (12) months beginning on the 13/02/23; however, this Agreement may be terminated earlier as provided elsewhere in this Agreement. If employee resigns before 12months from date of appointment, then he/she must pay penalty of Rs.1 Lakh to employer.
- e. We will evaluate your performance in first 15 days, if your performance is not asper our standards then we can terminate this contract. In case of termination of contract stipend for those 15days will not be paid.

4. Performance of Duties

a. The Employee agrees that during the Employment Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavour, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company.

b. The Employee shall be responsible for:• Building Data Science and ML Models• Analyse Data and Exploratory Data Analysis• Building Web Applications using Django on cloud.• Work with clients at client location

5. Compensation

Subject to the following provisions of this Agreement, during the Employment Period, the Employee shall be compensated for his services as follows:

a. The Employee shall receive annual salary payable in monthly or more frequent installments, as per the convenience of the Employer, subject to such increases from time to time, as determined by the Employer. Such payments shall be subject to such normal statutory deductions by the Employer.

Note: 1 Month Salary will be reserved as security deposit and will be settled in full and final settlement. Increase in salary will be based on your performance and other market conditions.

b. During the term of this Agreement, the Employee's salary shall be paid by means of bank transfer to the Employer, and consented to by the Employee.

c. All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and with the provision of appropriate receipts.

6. Obligations of the Employee

a. Upon execution of agreement, the Employee shall not engage in any sort of theft, fraud, misrepresentation or any other illegal act neither in the employment space nor outside the premise of employment. If he/she shall do so, the Company shall not be liable for such an act done at his own risk.

b. The Employee further promises to never engage in any theft of the Employer's property or attempt to defraud the Employer in any manner.

c. The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time.

d. The Employee shall not take up part-time or full-time employment or consultation with any other party or be involved in any other business during the term of his/her employment with the Company.

e. The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time, including but not limited to Leave Policy and Sexual Harassment Policy.

f. The Employer hereby prohibits the Employee from engaging in any sexual harassment and the Employee promises to refrain from any form of sexual harassment during the course of employment in and around the premise of employment. If the Employee violates this term in the agreement, he shall be fully responsible for his/her actions and the Employer shall not be held responsible for any illegal acts committed at the discretion of the Employee.

7. Leave Policy

a. The Employee is entitled to 5 days of paid casual leaves in a year and 5 days of sick leave. In addition, the Employee will be entitled to 12 public holidays mentioned under the Leave Policy of the Employer. Every 1st and 3rd Saturday will be working.

b. The Employee may not carry forward or encash any holiday to the next holiday year.

c. In the event that the Employee is absent from work due to sickness or injury, he/she will follow the Leave Policy and inform the designated person as soon as possible and will provide regular updates as to his/her recovery and as far as practicable will inform the designated person of the Employer of his/her expected date of return to work.

d. If the Employee is absent from work due to sickness or injury for more than three consecutive days he/she must submit to the Employer a self-certification form. If such absence lasts for more than seven consecutive days the Employee must obtain a medical certificate from his/her doctor and submit it to the employer.

8. Assignment

a. The Employee acknowledges that any work including without limitation inventions, designs, ideas, concepts, drawings, working notes, artistic works that the Employee may individually or jointly conceive or develop during the term of Employment are "works made for hire" and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such works.

b. Employee shall, upon request of the Employer, execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Employer all of Employee's right, title and interest in and to all such matters.

9. Competing Businesses : During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, the Employee agrees not to engage in any employment, consulting, or other activity involving Data Science, AI and ML that competes with the business, proposed business or business interests of the Employer, without the Employer's prior written consent.

10. Confidentiality

a. The Employee acknowledges that, in the course of performing and fulfilling his duties here under, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interests of the Employer.

b. The Employee further acknowledges and agrees that the right to maintain the confidentiality of trade secrets, source code, website information, business plans or client information or other confidential or proprietary information, for the purpose of enabling the other party such information constitutes a proprietary right which the Employer is entitled to protect.

c. Accordingly, the Employee covenants and agrees with the Employer that he will not, under any circumstance during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall he use the same, except as required in the normal course of his engagement hereunder, and even after the termination of employment, he shall not disclose or make use of the same or cause any of confidential information to be disclosed in any manner.

d. The Employer owns any intellectual property created by the Employee during the course of the employment, or in relation to a certain field, and he shall thereon have all the necessary rights to retain it. After termination of employment, Employee shall not impose any rights on the intellectual property created. Any source code, software or other intellectual property developed, including but not limited to website design or functionality that was created by the employee, during the course of employment under this Agreement, shall belong to the Employer.

11. Amendment and Termination

a. In case the Employer terminates the employment without just cause, in which case the Employer shall provide the Employee with advance notice of termination or compensation in lieu of notice equal to 1 month.

b. The Employee may terminate his employment at any time by providing the Employer with at-least 2 month(s) advance notice of his intention to resign (After completion of one year of contract).

c. The Employee may terminate on the last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.

d. For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company, wilful insubordination or disobedience, theft, fraud or dishonesty, wilful damage or loss of Employer's property, bribery and habitual lateness or absence, or any other wilful and material breach of this Agreement.

12. Restrictive Covenant Following the termination of employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of three years following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organisation, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same geographic and temporal restrictions. The Employee shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever.

13. Notices

a. Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail.

b. And if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice in writing to the other party pursuant to the provisions of this agreement.

14. Non-Assignment The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

15. Successors This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part.

16. Indemnification The Employee shall indemnify the employer against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the employer in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

17. Modification Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

18. Severability Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

19. Paragraph headings The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

20. Applicable Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of Govt. of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai for the adjudication of any dispute hereunder or in connection herewith.

21. Counterparts The Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

IN WITNESS WHEREOF, the Employee has hereunto set his hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Accepted by,

Signature of Employee

Harshal Parteke