



## PERSONAL AND CONFIDENTIAL

5<sup>th</sup> September, 2022

Dear Neha Devi Sahu,

Congratulations, I am very delighted to extend to you this opportunity of employment within the AriesPro Technology Services Pvt. Ltd. Your position title at AriesPro Technology Services is Associate Software Developer. Your anticipated employment date of commencement is on 6<sup>th</sup> September, 2022; contingent upon AriesPro Technology Services' receipt of appropriate results from your background investigation. Your Cost to Company (CTC) salary will be INR 24,500 per month (INR 2,94,000 per annum). As we operate on a monthly pay schedule, you will be paid on 15<sup>th</sup> of each month for prior month of employment.

This employment offer is contingent upon your agreement to certain ***Terms of Employment*** as outlined below. Upon your acceptance of this employment offer, please read the terms, then sign and return *all pages* of this letter within 1 business day of the receipt of this letter.

Neha, I am keen about the contributions you will bring to the AriesPro Technology Services team, and I positively hope you will decide to join us. I believe this opportunity represents a chance for you to extend your professional career in an exciting and rewarding AriesPro Technology Services environment.

If you have any questions regarding the details of this employment offer, please feel free to contact our HR team. I will make the necessary arrangements to ensure any additional questions you may have are addressed ASAP, so you are able to make a well-versed decision.

Sincerely,

Shivani Sangari  
Director

Attachments



## TERMS OF EMPLOYMENT

These terms of employment are agreed to by and between AriesPro Technology Services Pvt. Ltd. existing under the laws of Government of India and Chandigarh (UT), (the "Company") and Neha Devi Sahu ("Employee") on this 5<sup>th</sup> day of September, 2022.

### **1. Compensation, Duties and Term**

(a) AriesPro Technology Services will employ the Employee on an "at will" basis to perform duties which include, without limitation, software developer, systems analysis, computer programming, information technology consulting and such other related activities, services and duties as AriesPro Technology Services may require.

(b) AriesPro Technology Services will pay the Employee CTC salary will be INR 24,500 per month (INR 2,94,000 (Two Lakhs Ninety-Four Thousand Rupees) per annum). INR 500 per month towards High Speed Internet allowance. Employee shall maintain records of the hours that services have been performed by the Employee and have a representative of a client of AriesPro Technology Services ("Client" or "Customer") where the Employee is situated, or if the Employee is at AriesPro Technology Services office a supervisor, verify Employee's hours worked by signing the records, and submit those records to AriesPro Technology Services. AriesPro Technology Services will bill the Client based upon the hours recorded on each approved timesheet.

(c) Employee shall provide all services in a competent and professional manner. Employee warrants to AriesPro Technology Services that employment with the Company will not violate or infringe upon any contractual, employment or confidentiality right of any third party.

(d) Employee has provided certain information about Employee's background and experience to Company, which is certified to be true and accurate to the best of Employee's knowledge. In the event such information shall cease to be true or accurate, Employee agrees to immediately notify Company of any such changes. Any misstatements or lack of candor with respect to Employee's qualifications or availability may be grounds for immediate termination by Company.

(e) Employee shall provide full-time exclusive services to Company. While Employee is employed by Company, Employee will not perform services for compensation for any third party.

(f) Employee, as part of the consideration for the training, knowledge, deployment on active projects and substantial efforts and costs involved, agrees to sign a bond for not leaving the services and employment of the Company for a minimum period of 2 years (Two Years) from the date of his/her joining the employment of the Company.

The Employee acknowledges that substantial costs requires to be invested on him/her for training, knowledge, deployment on active projects specifically for effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the 2 years (Two years) term would unfairly prejudice the Company and/or a client of AriesPro Technology Services ("Client" or "Customer"), and, as such, the Employee undertakes not

to leave the services of the Company, for any reason whatsoever, for a minimum period of 2 years (Two years) from the date of his/her joining the employment with the Company. In case the Employee, for any reason, leaves the employment of the Company before the said period of 2 years (Two years), then he/she shall forthwith pay a sum of INR 1,85,000/- (Rupees One Lakh Eighty-Five Thousand only) being the indemnification of the cost incurred to the Company. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company & at the same time company has full right to initiate appropriate legal proceeding against the Employee. In the event that Employee breaches the bond agreement, terminates employment voluntarily for any reason, prior to the completion of 2 years (Two years) of employment, and/or prior to the completion of any project to which Employee is then assigned, the Employee undertakes not to dispute the agreed bond amount of INR 1,85,000/- (Rupees One Lakh Eighty-Five Thousand only), and shall pay the amount to the Company. Also, at the same time company has full right to initiate appropriate legal proceeding against the Employee.

(g) Employee shall be compensated as described herein in Indian Rupees (INR) while working in India, subject to all applicable taxes (TDS) and withholdings. Employee will be paid on a monthly basis. No benefits will be provided by the company. Employee will work a minimum of forty (40) hours per week with all requests for time off (other than holidays observed by all of Company's employees) to be approved in advance.

(h) Employee shall be entitled to 5 working days of paid time off to include leave, vacation, holidays and 2 sick days in 1st (first) year of employee's service. Vacation will accrue after completion of first 150 days of service. Employee shall be entitled to 10 working days of paid time off to include leave, vacation, holidays and 3 sick days after successful completion of 1 year of service with AriesPro Technology Services Pvt. Ltd. Employees are granted sick leave, whenever they are absent from duty on grounds of illness, convalescence or for any other health purpose. The employee must notify to the reporting manager about the absent and request to be excused based on sick leave. The "sick leave" days cannot be used in place of PTO days. On return, the first day of joining the reporting manager may require the employee to produce a verifiable medical certificate issued by a licensed board certified doctor for the period of absence on medical grounds.

The employee must apply for absent on PTO/Vacation at least 14 business days in advance on reasonable grounds. The application should be approved by reporting manager and HR before the first day of absent. Absent on duty without approval will be considered as "leave without pay", see "Excess Leave" section for more details on absent without approval. There are many festival and religious holidays in India however only the following public holidays are fully covered as paid holidays while working with AriesPro Technology Services Pvt. Ltd.

- Republic Day (January 26)
- Holi Holiday
- Independence Day (August 15)

- Mahatama Gandhi's Birthday (October 2)
- Dussehra
- Deepavali
- Christmas Day (December 25)

**Excess Leave**

Any excess or unapproved absent days will be considered as "leave without pay" and may cause employment termination and/or legal action against the employee on company's discretion.

**2. Program Rights**

To the greatest extent possible, all work product, property, data documentation or information of any kind, prepared, conceived, discovered, developed or created as a result of Employee's services performed pursuant to this Agreement (collectively, the "Work Product") shall be deemed to be "work made for hire" (as defined in the Copyright Act) and owned exclusively by AriesPro Technology Services, and/or clients of AriesPro Technology Services, as AriesPro Technology Services may deem appropriate in its sole discretion. Employee hereby unconditionally and irrevocably transfers and assigns to AriesPro Technology Services, all rights, titles and interests Employee may have in or to any and all Work Product, including without limitation, all patents, copyrights, trademarks, assignments, documents or other instruments which AriesPro Technology Services may deem necessary or appropriate to vest complete title and ownership of any and all Work Product, and all rights therein, exclusively in AriesPro Technology Services and/or clients, of AriesPro Technology Services, as AriesPro Technology Services may deem appropriate in its sole discretion. In the event, the Work Products or any portion of the Work Product may not be deemed works made for hire, Employee hereby grants to Company an irrevocable, perpetual, non-exclusive, unrestricted, royalty-free license to such Work Product. Additionally, Employee agrees to execute any documents requested by the Company, or its clients to provide the right to own, use and protect the Work Product.

**3. Trade Secrets and Confidentiality**

(a). For purposes of this Agreement, the following definition shall apply:

(i). "Trade Secrets" shall mean any and all information of AriesPro Technology Services and/or any of its clients, including, but not limited to, technical and non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes financial data, financial plans, product plans, or list of actual or potential customers or suppliers, which: (a) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.



(ii). "Confidential Information" shall mean any and all proprietary and confidential data or information of AriesPro Technology Services and/or its clients, other than Trade Secrets, which is tangible or intangible value to AriesPro Technology Services and/or its clients and is not public information or is not generally known or available to AriesPro Technology Services and/or its clients' competitors but is known only to AriesPro Technology Services and/or its clients and those of their employees, independent contractors, customers agents to whom must be confided in order to apply it to the uses intended.

(b) In recognition of the need of AriesPro Technology Services and its clients to protect their legitimate business interests, Employee hereby covenants and agrees that: (i) with regard to each item constituting all or any portion of the Trade Secrets, at all times during the applicable Nondisclosure period; and (ii) with regard to any Confidential Information at all times during Employee's employment and for a period of two (2) years following the termination of employment for any reason, he or she shall regard and treat all or any portion of the Trade Secrets and all confidential Information as strictly confidential and wholly owned by AriesPro Technology Services and/or its clients, as the case may be and will not, for any reason in any fashion, either directly or indirectly use, sell, lend, distribute, give, transfer, assign, show, disclose, disseminate, reproduce, copy, misappropriate or otherwise communicate any such item or information to any third party for any purpose other than in accordance with these Terms of Employment.

#### **4. Non-competition and Non Solicitation**

For a period of twenty-four (24) months following the termination of employment, for whatever reason, Employee shall not engage in any of the following three (3) activities:

- a. Employee shall not directly or indirectly solicit the business of or provide any software engineering, consulting or programming services to any client of AriesPro Technology Services, to whom Employee was introduced by AriesPro Technology Services;
- b. Employee shall not solicit the business of any end-user of any client of AriesPro Technology Services for which or for whose benefit Employee provided services during his/her employment; and
- c. Employee shall not directly or indirectly solicit any employee or contractor of AriesPro Technology Services or induce such employee or contractor to terminate his or her employment with AriesPro Technology Services.

Employee also agrees to the following (4) four items:

- a. AriesPro Technology Services shall be entitled to injunctive relief as well as damages for any violation of paragraphs 3 and/or 4 of this Agreement. Specifically AriesPro Technology Services shall receive a finder's fee of 30% of revenues or income earned by Employee in violation of the non-competition provisions above, in addition to any other remedies available in law or equity.

- b. Recognition that the laws of the Indian Government shall govern this Agreement and its enforcement
- c. Jurisdiction and venue is proper in any proceeding to enforce rights hereunder filed in any court located in Chandigarh and
- d. Paragraphs 3 and/or 4 are intended to be enforced in accordance with their terms but such terms shall be modified as necessary so as to render them valid and enforceable to the fullest extent permissible by applicable law.

## **5. Assignment**

AriesPro Technology Services may assign these Terms of Employment and any or all of its rights and obligations as may be necessary for its effective performance of business obligation and duties.

## **6. Waiver; Cumulative Remedies**

A waiver by either party of any paragraph, term or condition of these Terms of Employment in any instance shall not be deemed or construed to be waiver of such paragraph, term or condition for the future or of any subsequent breach thereof and any such waiver must be in writing. All rights and remedies contained in this document are cumulative and none of them shall be construed so as to limit any other right or remedy of either party.

## **7. Termination & Exit Policies**

(a) Company employs Employee on an "At-Will Basis".

(b) The Company agrees to provide Employee with two (2) weeks advance notice of termination (except if the termination of employment is for cause). The Company shall not be required to provide notice or make any payments to Employee in lieu of notice, if the termination is for cause. Employee agrees that he/she must provide two (2) months advance notice of resignation which is reasonable and necessary due to the substantial effort, time and expense the Company will be required to incur in employing and relocating a replacement for Employee. Failure to provide two (2) months advance notice of resignation and breach of company's code of conduct, will require employee to repay full two (2) months of his/her salary along with losses incurred to the company due to such action. At company's sole discretion, the company may decide to take legal action against the employee.

(c) Notice period rule: During notice period, the employee authorizes company to withhold two (2) months' worth of salary which will be given back to employee after successful completion of serving two (2) months' notice period and it will be part of Full & Final Settlement rule.

(d) Clearances: All assets of the company must be handed over to the IT/Admin Team & HR for verification & clearance. Once verified, it will be passed on to the Accounts Department for final settlement calculations





(e) Full & Final Settlement: Full and Final Settlement & Release Letter shall be issued to the employee electronically within 45 days from the last working day of the employee.

## **8. Background Check**

A routine background investigation, including education, criminal will be conducted during Company's hiring process. In addition, some Clients have established policies requiring that staff be tested for drug/substance use. Employee's initial employment or continued employment with AriesPro Technology Services is contingent on passing a drug test, background investigation check, or a Security Clearance when requested by either AriesPro Technology Services or its Client.

## **9. Representations**

Employee acknowledges that information provided by him/her (including but not limited to, resume, interview, references) in consideration for providing services is true to the best of Employee's knowledge, that he/she is not restricted by any agreement from providing services to AriesPro Technology Services and/or any of its clients, and understands that any misstatements or lack of candor by Employee of his/her qualifications or availability may be grounds for immediate termination by AriesPro Technology Services and constitutes a breach of this Agreement.

## **10. Confidentiality**

Employee agrees that all information relating to the business operations of AriesPro Technology Services or Customer shall be held in strict confidence, and not disclosed without the prior written consent of AriesPro Technology Services or Customer, whichever is appropriate. Contract Employee agrees not to divulge his/her pay rate to any employee, Contract Employee or independent contractor of Customer or to any employee, contractor or consultant of AriesPro Technology Services, except as instructed by AriesPro Technology Services.

Without the prior written approval of Customer, Employee will not, at any time (whether during or subsequent to the period of this Agreement), disclose to others, or use for Employee's own benefit, confidential unpublished information belonging to AriesPro Technology Services, Customer, or the licensors, licensees, affiliates or customers of AriesPro Technology Services or Customer including, but not limited to, all information belonging to AriesPro Technology Services, Customer, or the licensors, licensees, affiliates or customers of AriesPro Technology Services or Customer related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including, but not limited to, names, educational background prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, computer systems, inventions, developments, and trade secrets of every kind and character, acquired by Employee during the period of, or in connection with, the Contract Assignment.

#### **11. E-Mail, Cloud services and Internet Policy**

Employee acknowledges and agrees to adhere to all applicable policies, procedures and rules of both AriesPro Technology Services and Customer with respect to the use of AriesPro Technology Services and/or Customer's e-mail, cloud services and internet systems. Employee acknowledges that Customer's e-mail, cloud services and Internet systems are to be used solely for the purposes of completing the Contract Assignment. In addition, Employee agrees that the use of Customer's systems to transmit, download, or distribute offensive materials, language, profanity, offensive images, or any other inappropriate material is prohibited. Employee is expressly prohibited from using any of Employee's personal computer resources, including, without limitation, Employee's personal internet, e-mail and instant messaging accounts, to perform the Contract Assignment, without Customer's prior express written authorization. Employee agrees that Customer may inspect, at any time, the entire contents of any electronic data storage device or any e-mail or instant messaging account used to perform the Contract Assignment. Employee acknowledges that Customer may monitor, track and, in some instances, ascertain the identity of the authors, recipients, and contents of computer-based communications by Employee, and Employee knowingly and voluntarily consents to being monitored and to having his/her communications reviewed by Customer. Employee is aware that he/she has no individual rights to the contents or use of Customer's computer resources, and all data on or material created using Customer's computer resources is Customer's property. Employee further acknowledges that he/she has no expectation of privacy for any Internet or other use via Customer-owned or -provided connections or while using Customer's computer resources. Any breach of the E-Mail, Cloud services and Internet Policy section of this agreement will be grounds for immediate termination, and Employee will be liable for any and all suits and claims arising out of any breach of this section.

#### **12. Liabilities**

Employee agrees to indemnify and hold AriesPro Technology Services and the Customer harmless for any and all damages, costs, expenses and losses arising as a result of the negligent actions of the Employee acting outside the scope of the Contract Assignment solely and proximately caused by the act(s) of Employee while performing work or services pursuant to this Agreement.

#### **13. Disputes**

Any irreconcilable controversy, dispute, misunderstanding, or claim arising out of or relating to this Agreement shall be settled in a court of law or equity

#### **14. General**

- (a) This Agreement shall be governed by and construed in accordance with the laws and decisions of the Indian Government with respect to contracts and agreements that are entirely made and entered into therein.





- (b) This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous written and oral agreement between the parties with respect to subject matter set forth herein.
- (c) This agreement may not be modified or amended except by in writing signed by both of the parties hereto.
- (d) The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.
- (e) If any provision of this Agreement is held by any court of competent jurisdiction to be unenforceable or illegal, such invalidity or unenforceability shall have no effect on the binding force or effectiveness of any other provision hereof, and to that end the provisions hereof are deemed servable.

IN WITNESS WHEREOF, the parties have executed this Agreement as the day and year first above written.

**ARIESPRO TECHNOLOGY SERVICES PVT. LTD.**  
**SCO 22, First Floor, Sector 10-D,**  
**Chandigarh 160011**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

I AGREE TO AND ACCEPT ALL THE TERMS OF EMPLOYMENT DESCRIBED ABOVE. I UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT, WHICH MAY BE ENFORCED BY ME OR AGAINST ME IN A COURT OF LAW. CONSEQUENTLY I KNOW THAT I HAVE THE OPTION OF SEEKING LEGAL COUNSEL PRIOR TO SIGNING BELOW.

**EMPLOYEE**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**SCO 22, First Floor,**  
**Sector 10-D,**  
**Chandigarh, 160011**  
**India**

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