

Date: April 01, 2022

Appointment Letter

Ms. Priyanka Gohel,

With reference to your application for employment and the subsequent interface you had with us, we are pleased to appoint you as **Associate Engineer** on the following terms and conditions, recorded below for your consideration and acceptance. Please note, your employment with us is conditional and contingent upon your acceptance of this appointment.

Your date of employment confirmation has been recorded as of **April 01, 2022**.

1. Your initial posting will be in Ahmedabad. However, the company may transfer you for work from one place of duty or section/ department/ division to another place of duty or section/ department/ division in the establishment. You will also be liable to be transferred to our other establishment, associated companies, branch offices, head offices in India or abroad which may be acquired in the future at the sole discretion of the management. Upon such transfer, to the extent necessary and subject to prior notice, the Company may modify the terms of your employment to reflect the requirements of the new location. You may be required to work in different shifts at the sole discretion of the Company.
2. Your designation may be changed at the discretion of the Company depending on the work assigned to you.
3. Details of your compensation are contained in Annexure I. Your compensation shall be paid in accordance with the Company's policies. You will be solely liable to pay all your income-related taxes as per the prevalent local laws. These taxes will be deducted from your salary as withholding as required by law. Revision in salary will not be automatic and will depend on your performance and the overall performance of the organization.
4. You shall be on probation for a period of three (3) months from the date of joining and the said period may, at the discretion of the management, be extended. During the period of probation, your performance will be evaluated on a regular basis and if the same is not expected standard, your appointment is liable to be terminated without any notice and without assigning any reasons thereof.
5. Periodic & consistent overall performance & performance parameters set by the company will guide your future salary revisions or promotion. The performance parameters may change as per management consent, from time to time.
6. The company expects you to work with a high standard of efficiency and economy.

7. Your employment in your company will be subject to your found and remaining physically and mentally fit and alert to perform your duties. Your services will be liable to be terminated on being found physically and mentally unfit by a Registered Medical Practitioner nominated by the company at any time.
8. Your appointment is made on the basis of your having furnished to the Company, information and documents in support of your age, academic qualifications, previous work experience, relieving letter from your last employer, and other particulars on or before your day of joining. The Company shall conduct a background and reference check as per Company policy and this appointment is conditional upon receiving positive feedback. If at any time it is found that you have furnished false information or withheld or suppressed any material fact or information, the Company shall be entitled to forthwith terminate your employment without notice. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).
9. During your employment with the Company, you will devote your time and attention exclusively to the duties entrusted to you and will not engage directly or indirectly or allow yourself to be engaged to work for full-time, or part-time or as a freelancer for any person, firm, or Company in the capacity whatsoever, nor do any business without obtaining prior permission of the Company in writing. You will not, whether you are in the employment of the Company or not, at any time or times, without the consent of the Company in writing disclose, divulge or make public, except under legal obligations, accounts, transactions, or dealings of the Company which ought not to be disclosed, divulged or made public whether the same confided by you or become known to you in the course of your employment with the Company or otherwise. This also includes not disclosing or divulging any project-specific information, such as customer's name, training material and other Company provided artifacts to any third party or on public forums or social networking sites.
10. Your service will be subject to the rules and regulations of the Company as may be framed from time to time. Such rules and regulations will be communicated to you through any appropriate medium such as written notices, letters, or emails in vogue from time to time.
11. You will not in any manner whatsoever, any secret correspondence, agreement, files, and any such information pertaining to our organization, which you may acquire concerning the company business to another person/firm or organization.
12. You will be entitled to leave and holidays as per the leave of the company.
13. Continued absence for 7 days without legitimate purpose and express permission in writing of the Management will be tantamount to misconduct for which your service will be liable for termination after a proper inquiry in the matter.

14. The notice period, for the purpose of separation from services, will be thirty (30) days or thirty (30) days CTC in lieu thereof during the probation period and sixty (60) days or of sixty (60) days CTC in lieu thereof, by either side. Since the purpose of the notice period is to ensure business continuity, in the eventuality of you separating from the Company of your own accord, serving of notice period shall be compulsory unless the Company after due consideration, agrees to accept payment in lieu of notice period. In the event that you abscond or leave the services of the Company without proper notice as provided herein, the Company will initiate legal proceedings against you, and all costs/damages as a result of this action will be recovered from you. The resignation will be accepted only on your fulfilling the terms of the undertaking given by you during the course of your employment.
15. You will not be allowed to adjust any leave, if available to your credit, during such notice period. Your compensation and benefits package or any discussion of the same is not a commitment that your employment will have a minimum or a fixed term or that it is terminable only for a cause. No promises can be expressed or implied by anyone, that your employment is for any minimum or fixed term or that cause is required for the termination of the employment relationship. By signing below, you acknowledge that your employment with Company is for an unspecified duration, and neither this letter nor your acceptance thereof constitutes a contract for employment and warrants any legal/statutory obligation on the part of the Company.
16. Upon separation from the Company for any reason, you agree to return to the Company any equipment that has been provided to you or reimbursed the Company for any cost for such equipment. The Company reserves the right to deduct such costs from any final payments to be made to you in accordance with state and federal laws.
17. Notwithstanding the foregoing, your services shall be liable to be terminated by the Company at any time without notice or compensation in lieu thereof:
 - a) If you commit any serious or persistent breach of any of the terms and conditions of this letter or any of the provisions of the Company's policies.
 - b) If you commit any act of misconduct involving moral turpitude or negligence or any act of insubordination or indiscipline or corruption or breach of trust or disobedience or reveal trade or the Company's secrets.
 - c) For the purposes of this clause, a continuous decline in your performance would amount to an 'act of misconduct'.
 - d) If you become physically incapacitated for the performance of your duties.
18. Your individual remuneration is strictly confidential between you and the Company. These details shall not be disclosed, divulged or discussed by you with anybody else, except Company authorized persons. Your individual remuneration has been determined based on numerous factors such as your job, skills-specific background and professional merit. Noncompliance of this clause may result in termination of your employment.

19. You shall not, for a period of 12 months from the date you have ceased to be an employee of the Company, accept any employment with or solicit any business or work from any organization, which has been either a customer or a client of the Company. You shall not join as an employee/consultant in any organization that is working with the same client project for which you have worked during your employment with the Company. You acknowledge and agree that the monetary compensation may not be an adequate remedy for breach of this clause. In the event of a breach by you, the Company will be entitled to the remedies of injunction, specific performance and any other equitable relief; and no proof of special damages shall be necessary; and for the enforcement of these remedies, the expenses shall be borne by you.
20. You will obey the lawful commands and directions of your superior officers and to the best of your abilities execute such work as your superior officers may entrust you from time to time.
21. In the event of your leaving our Company, upon your resignation, retirement or for any reason, you shall personally return all the documents, papers, CDs, mobile computing devices, laptop/PC or any other proprietary information on any electromagnetic media that rightfully belongs to the Company or its customer, to the authorized person of the Company.
22. Company signs contracts with customers to protect customers from possible damage and for providing security. Employees must respect all contracts with customers. Employees may face legal action on any damage to customers due to his unethical action and he is responsible for paying damage to customers.
23. You are required to sign a 'Non-Disclosure Agreement' with the Company at the time of joining the Company. This is to ensure that all the proprietary information, documents, literature, invention obtained/made during your tenure with the Company, will not be utilized by you at any point of time to undermine the interest of the Company.
24. Your appointment and its continuance are subject to your being and remaining medically fit. The Company reserves the right to terminate your services, if you are found to be suffering from any communicable disease or such ailment as causes or can cause danger to the working environment and health of other employees.
25. It is your responsibility to notify the Company of any changes in your personal information within 5 working days. All notice shall be considered duly properly delivered to the address on file with the Company.
26. Mobio prides itself as a Company with the highest order of ethical conduct in its dealing with associates, customers, suppliers, agents and governments. As part of the employment agreement with the Company, you will be expected to sign and be bound by our Business Conduct Guidelines. You will also be expected to adhere to the Company's policies and procedures, framed from time to time.

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27. Your service will be subject to the rules and regulations of the Company as may be framed from time to time. Such rules and regulations will be communicated to you through any appropriate medium such as written notices, letters or emails in vogue from time to time.
28. It is mandatory to have your Passport, Aadhar, PAN and Driving License handy at the time of joining, and if it is not, start the procedure for procuring the same immediately on joining the Company and should be provided to the Company within 1 months' time.
29. If at any time, in the opinion of the Company which shall be final and binding, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any conduct unbecoming of the status or the post you hold in the Company, or of any other conduct considered by the Company as detrimental to its interests or in violation of one or more terms and conditions of your employment, the Company shall be entitled to forthwith terminate your employment.
30. In accordance with the standard practice of the Company, we request you to treat the terms of your employment as private & confidential.
31. The Company reserves the right to alter, amend or modify any or all of the above Conditions when necessary. In case of any dispute, Jurisdiction will be Ahmedabad, Gujarat only.
32. You shall retire from the services of the Company on attaining the age of 58. This will be determined on the basis of the date of birth as given at the time of joining the services of the Company.

This letter is in duplicate. Kindly return the duplicate copy thereof duly signed by you as confirmation of your having accepted the terms & conditions contained therein.

We welcome you to Mobio Solutions and look forward to a long-term association.

For, Mobio Solutions LLP

Hardik Shah

Director

Received and Accepted

Signature : _____

Name : _____

Date : _____

Annexure 1:

Your CTC will be as per the below structure:

Salary Structure :

DETAILS	MONTHLY	ANNUALLY
Basic	6,800.00	81,600.00
Conveyance Allowance	1,600.00	19,200.00
HRA	5,100.00	61,200.00
Medical Allowance	1,250.00	15,000.00
Special Allowance	2,250.00	27,000.00
TOTAL	INR 17,000	INR 2,04,000
DEDUCTIONS		
PF Employee	816.00	9,792.00
PF - Employer	816.00	9,792.00
ESI	128.00	1,536.00
ESI Employer	553.00	6,636.00
NET PAY	INR 14,687	INR 1,76,244

In addition to above mentioned CTC,

- You and your immediate family (spouse and 2 children) will be covered under the company's Group Mediclaim Insurance Policy with a coverage amount of Rs. 2, 00,000 per annum.
- You will also be covered under the Group Accidental Insurance Policy with a coverage amount of Rs. 5,00,000 per annum.
- You will be Eligible for this Insurance after completion of your probation period.
- You have to sign a Service Agreement at the time of joining stating that you would stay with us at least for a period of 2 years including the Internship Period.
- You also have to issue a security cheque of INR 50,000, towards surety with and without any coercion. You will authorize the Company to deposit this cheque in the bank, in case you leave the company, before 2 years of service.

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- You will be eligible for Retention Bonus INR 60,000 after the successful completion of your 24 months with the organization.
 - If in case you leave the organization before 24 months , you will not be eligible for any retention bonus.
- A. All the components, which can be treated as reimbursements, on submission of proof of expenses. The lower of the two, the amount of bills submitted, or the upper limit prescribed for each allowance will be treated as 'Reimbursement' and hence will not be treated as part of your taxable salary. Some of such allowances included in the above category are Medical Expenses, Leave Travel Allowance, etc. Also, the employer's contribution to the ESIC contribution, if any, are included in the allowances mentioned above.
- B. Kindly note that the Gratuity as mentioned above is contributed by the company to the Gratuity Fund and becomes payable as per statutory provisions of the Payment of Gratuity Act, 1972.
- C. Please note, PF Contribution of Employee and Employer's part will be deducted from your salary and deposited in your PF account directly.
- D. The tax liability, if any, including income tax, arising on your compensation will be your personal liability and will be governed by the tax laws of the country wherein your services are provided. The Compensation mentioned in the breakup spreadsheet is provided for understanding only. The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by applicable law.

For, Mobio Solutions LLP

Hardik Shah

Director

Received and Accepted

Signature : _____

Name : _____

Date : _____

Signature Certificate

Reference number: XKFSP-NPWH-HNS78-M8U2E

Signer

Timestamp

Signature

Hardik Shah

Email: hshah@mobiosolutions.com

Sent:

25 Apr 2022 11:41:11 UTC

Viewed:

25 Apr 2022 11:46:54 UTC

Signed:

25 Apr 2022 12:12:32 UTC

Hardik Shah

IP address: 49.34.105.222

Location: Ahmedabad, India

Document completed by all parties on:

25 Apr 2022 12:12:32 UTC

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