

Date: 10th January 2022

To,
Rahul Gupta

Sub: Trainee Agreement

We are pleased to appoint you as **Trainee Engineer** in our Company Simform Solutions LLP ("Company") located at Ahmedabad w.e.f. **3rd January 2022** based on following terms and conditions:

1. You shall be on training for a period of 6 months from the date of joining and the training period may be extended based on your performance at the discretion of the Company. Training period may be either extended at the discretion of the Company or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing by the Company, you shall be deemed as probationer after the expiry of the initial or extended period of probation. In case, your performance is not meeting the expectations during training, you will not be considered on full time employment with Simform.
2. In response to that you agree and acknowledge that you shall serve the Company inclusive of training period giving assurance that you shall not leave the Company till **3rd January 2023** that you shall not leave the service of the Company until the completion of the agreed period i.e., from **3rd January 2022** to **3rd January 2023**. Since, the Company is indulged in IT sector, if, it has come to the knowledge of the management that you have shared any information or Intellectual Property with outsiders or have leaked the information, which adversely affect the credential of the Company, in such case Company may take strict action under the provision of cyber laws and other applicable laws.
3. You shall serve the Company during such hours as may be prescribed or decided from time to time by the Company.
4. You shall have to work on the Internal Libraries, Framework, Development Tools & Environment of Simform Solutions LLP during the employment as may be prescribed from time to time by the Company.
5. You shall not contact any client of Company for your personal reasons, personal business or any other purpose in future unless communicated to Company in writing and acknowledged.
6. You shall not during the period of training work directly or indirectly in any trade or business either as employer, employee, partner, director, adviser, or freelancer or in any other capacity which includes but is not limited to honorary capacity. Further, during the course of your training you shall not apply or seek employment elsewhere without the permission from the Management on the ground of your dealing with Company's confidential information and sensitive IT projects, and in case it is so detected about your seeking of employment, it will amount to breach of trust on your part.
7. Intellectual Property Rights (IPR) such as copyrights, patents, trademarks, secrets etc. with respect to any software product including any solutions developed by you while in the employment of Company shall remain in the exclusive ownership of the Company and you shall have no right or interest in respect of such IPR's nor disclose the secrets to outsiders during and after the employment.
8. Further, all the terms & conditions stated in NDA (Non-Disclosure Agreement) & Undertaking are applicable to you. The employee shall maintain utmost confidentiality and secrecy of any /

all information. He / She shall always, whether during or after the termination of employment, act with utmost integrity and not disclose or divulge such information

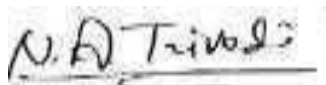
9. In the Course of your service with us or even after your discharge from our service, if any mala fide intention on your part is established, resulting in crippling of the Company's functioning or causing to the Company financial loss or damage to its image, the reputation or goodwill, the Company has the right to sue you under relevant laws and seek redress.
10. You hereby agree that your obligations relating to confidentiality survive the termination of your employment and you shall be liable to pay damages and be subject to injunctive or other relief for any breach of aforesaid obligation.
11. Your training shall be liable to be terminated
 - If you are found to be medically, unfit.
 - If you remain, absent due to continued ill health without approval from Company.
 - By the Company at any time, if you are indulged in act of insubordination, interference, corrupt practices, any misconduct and breach of trust, non-compliance with the administrative orders or provision of rules.
 - By the Company, incase if you breach the terms & conditions mentioned in the Appointment Letter, NDA and other Company policies.
 - By the Company at any time, if it has been found that the declaration or information including that given in seeking employment furnished by you found false and/or misleading and/or it has been found that you had willfully suppressed any information to the Company.
 - By the Company at any time if you are declared insolvent or convicted of any offence involving any moral turpitude or found. Suspected of fraud or misappropriation of money or other assets of the Company as well as anywhere else convicted as guilty of any fraud, declared insolvent, and convicted of any offense involving moral turpitude and financial frauds or misappropriation under any law of the state.
12. In case of breach of conditions mentioned in Para 17, you shall be liable, in addition to discontinuing your services to pay damage to the extent of loss suffered by the Company, to the extent of goodwill valuation as well. In case of default, the Company shall be entitled to withhold and appropriate your salary and other monetary benefits due to you until such times as the said amount is fully recovered. In spite of such appropriation if any amount remains to be recovered, the same shall be payable by you to the Company.
13. That you shall in the discharge of duties confirm to and comply with all the rules and regulations of the Company and of the Government, and shall not do or supposed to be done anything against the interest of the Company.
14. You shall, during the said term, employ efficiently and diligently and to the best of the ability and shall devote whole time & attention to the Company and generally carry out duties and work as assigned to you and shall obey and comply with all lawful orders and directions given to you by your senior, HODs and the Management. You shall honestly, diligently and faithfully serve the Company and use utmost endeavor to promote the interest of the Company.
15. In case of your leaving the job or termination of the same in any way, your final accounts including terminal or retrial benefits will only be settled after you handover the charge to the person nominated by the Company and deliver to him/her all documents, correspondence information, notices, goods, stores, property, money and other various materials supplied to you by the Company in the proper way suggested by us, failing this, the Company shall have right to withhold payment of your final dues.
16. The Company may at its discretion consider re-organization of your salary structure and other service conditions on the basis that the earlier gross emoluments earned by you are protected.
17. That the **contact details like residential address, email address or phone number etc.** given by you in your Employee Detail Form will be deemed your correct contact details. In case of any change, you would inform the Company within 24 hours in writing of such a change. Any

communication sent to you at your latest known contact details will amount to a due notice to you.

18. Your salary and other benefits at all stages will be subject to tax and other deduction enforced by the Government from time to time.
19. You shall exercise and perform all such duties as may be required to perform by the Company and exercise such powers as may from time to time be assigned to you or vested in you by the Company.
20. You are permitted to enter office premises and move around in connection with discharging your work during the allocated period.
21. You agree that your Consolidated salary structure includes all your legal dues.
22. In case of any dispute, the jurisdiction of Ahmedabad will be considered as place where cause of action shall be deemed to have arisen.
23. You shall bear your own taxes that shall be deducted from your salary and/or other dues. For going on duty outside place of employment, you shall be governed by TA/DA rules of the Company, if applicable in your case.
24. Any notice, memo or other communication required or permitted hereunder by either party shall be effective and shall be deemed to be received:
 - A. Upon delivery when delivered by hand. (Refusal to receive any communication sought to be delivered personally will amount to insubordination)
 - B. Upon delivery, if sent by an express courier with a reliable system for tracking delivery to the address mentioned hereinabove.
 - C. Sent by certified or registered mail, postage prepaid, return receipt requested, to the address as mentioned hereinabove.
 - D. Upon delivery if sent to the e-mail address mentioned on the employment application form of the candidate.
 - E. Upon verbal communication or SMS sent on the mobile contact number provided by the parties.
 - F. When transmitted, if sent by confirmed facsimile. It will be your duty to intimate in writing to the management whenever there is any change of your address. Also, you will not refuse to accept any communication as offered to you for personal delivery.
25. You shall be responsible for the safe keeping and returning in good order of all the properties which may be in your possession, custody, care or charge. The management shall have the right to deduct the money value of such thing from your salary/dues and take such other actions including but not limited to immediate termination as it deems fit in the event of your failure to account for such properties whether during the course of service or otherwise. Further, you shall not engage yourself in any assault, threat to assault or physical fight with any team member of the Company whether within or outside the Company's office premises. Any such incident will lead to your immediate termination.
26. You will be bound by rules and regulations enforced by the management, from time to time in relation to conduct, discipline leave, holidays or any matter relating to service conditions which will be deemed as rules, regulations and orders in the part of these terms of employment. The management reserves the right to modify, alter or delete the existing service rules or to introduce fresh service rules which will be binding upon you.
27. During the tenure of employment, you will keep your emoluments secret from other members of this organization and will treat all information coming to you as strictly confidential and the information contained in all documents and papers and other matters relating to the Company will not be divulged by you to any person other than those of the management.

28. Your increments/ promotion and demotions will depend at the sole discretion of the management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty and good behavior and also subject to prosperity of the organization.
29. All disputes arising in connection with this Appointment letter shall be settled, if possible, by amicable negotiation of the parties. If the matter is not resolved by amicable negotiations within twenty (20) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Managing partner/partner-in-charge of Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Arbitration shall be held at Ahmedabad. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitrator will be required to make the award within two (2) months of entering upon the reference unless the time is extended for justifiable reasons. The award rendered by the arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction at Ahmedabad. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be as per the award.
30. Besides above conditions, you will abide by Service Rules/ Regulations or standing as in operation besides office orders which are issued from time to time. The Service Rules/ Regulations can be modified/ replaced by the Certified Standing Orders which will be binding upon you.
31. You are appointed on the conditions that you accept the stipulations and conditions stated above and the Company will be at liberty to invoke the aforesaid clauses for the purposes stated in the respective clauses.

Thanking you,
Yours faithfully,
For, Simform Solutions LLP



Nikita Trivedi
Senior Manager- Human Resource

Acknowledgment & Declaration

I _____ have read and understood the above terms & conditions. I hereby accept the above terms & conditions and agree to abide by them.

Signature: _____

Date: _____