

Date: 1st April, 2021

APPOINTMENT LETTER

Dear **Mansi Vaghasiya**,

Welcome to the **Cubes Infotech**.

We are pleased to offer you an appointment letter as **Software Engineer** in our company. Details are as under:

Designation: Software Engineer

Department: Mobile App

Location: Cubes Infotech - Surat

Salary Package: 1,20,000 PA (CTC)

Basic Understanding:

1. APPOINTMENT

1.1 Your current posting will be at Surat but you may be transferred to any other location by the company. You shall enter into a service bond for a period of **1 Year and 6 Month** with effect from **01-04-2021**. Your salary will start after the training period complete.

1.2 You shall serve a probation period of six (6) month during which time, either party may terminate this contract of service by giving the other party one (1) week notice of termination in writing. If your work performance and conduct prove satisfactory, your employment is deemed to be confirmed. Otherwise, notification in writing will be given.

1.3 After the confirmation of your appointment, your services may be terminated at any time by either you or the Company giving the other party 30 days' notice in writing or in lieu thereof two month's salary.

1.4 Notwithstanding the paragraphs 1.2 and 1.3 above, the Company reserves the right at all times to terminate your services immediately and without salary in lieu of notice if you should commit or be

liable for any criminal offence or any act of misdemeanour, misconduct, negligence, sabotage, or be in any way incompetent or be absent without leave or be in any breach of any of the terms and conditions of this employment contract or any other terms of service, rules or regulations laid down from time to time by the Company for members of its staff.

1.5 You shall not, at any time during the term of your employment, directly or indirectly, without the Company's prior consent, engage or be interested in any manner whatsoever, whether for reward or gratuitously, in any work or business other than in connection with your duties with the Company, nor undertake any appointment or office, notwithstanding that such outside engagement, interest, work, business or office may not interfere with the performance of your duties with the Company.

1.6 You shall not, whether directly or indirectly, accept from any customer, supplier or associate of the Company, any gift, favour or consideration whatsoever, whether in cash or otherwise, without the prior approval of the Company.

1.7 Your working hours shall be **8 hours** rotational shift spread across 24/7 from Mondays to Sundays, with one hour lunch break.. You shall, whenever necessary for the proper discharge or performance of your duties and responsibilities, be required to be present or to attend at such place or location within India or elsewhere at such period as may be stipulated by the Company.

2. REMUNERATION

2.1 Your gross salary shall be INR10,000.00 per month. Your salary shall be subjected to yearly review, after the end of your probation period and the yearly review.

2.2 You are entitled to reimbursement of transport expenses and travel expenses incurred for business purposes only. Your travel plan must be pre-approved by Management and such travel reimbursement limits will be based on company policies from time to time.

2.3 Gross salary shall be total cost to the Company.

2.4 It is an important condition that you should treat your salary as ABSOLUTELY CONFIDENTIAL AND SALARY MATTERS SHOULD NOT BE DISCUSSED WITH OTHER MEMBERS OF THE STAFF.

3. ANNUAL LEAVE

You will be entitled to 12 working days' paid leave upon completion of twelve (12) months of employment with the Company or pro rata thereof. Such annual leave shall not be accumulated for more than one (1) year without the Company's prior approval. Timing of leave arrangements shall be subject to

the approval of the Company at all times. All annual leave must be applied at least three (3) working days in advance.

4. MEDICAL LEAVE AND BENEFITS

4.1 You will be entitled to Sick Leave not exceeding 12 days of Medical Leave each year.

4.2 If by reason of illness, physical or mental incapacity, you should be absent or unable effectively to perform your duties and responsibilities for a total of 12 days in any period of twelve (12) months, the Company shall be at liberty to terminate your employment by giving two (2) week's notice in writing or in lieu thereof, two (2) weeks' salary and thereafter, the Company shall not be liable for any other payment or compensation in respect of such termination whatsoever.

5. COMPASSIONATE LEAVE

You shall be entitled to be granted up to three (3) consecutive working days of paid Compassionate Leave

for the death of an immediate family member namely, parents, spouse and children. The granting of Compassionate Leave shall be subject to documentary proof from a Government body or the Government

Medical Officer.

6. MARRIAGE LEAVE

You will be entitled to three (3) days of Marriage Leave upon completion of not less than twelve (12) months' continuous service with the Company. An authentic Certificate of Marriage is to be submitted.

7. SECRECY

7.1 You shall not, at any time, whether during your term of employment with the Company or thereafter, disclose or divulge to any persons, firm or corporation, or to apply such information to the disadvantage of the Company or its customers in any way whatsoever, any trade or business secrets or confidential information relating to the Company, its related companies or associated corporations and its customers of which you have been informed or become aware of in the course of or by virtue of your employment.

7.2 Any invention including design, discovery or improvements made by you in the course of or by virtue of your employment with the Company shall be the property of the Company exclusively. You shall at the request of the Company forthwith disclose to the Company all information relating to such invention and do all things necessary to assist or enable the Company to obtain and register patent or other industrial rights or property in respect thereof. You shall not be entitled to any payment or royalty whatsoever in respect of such invention.

7.3 The provisions of this clause shall continue to remain in full force and effect notwithstanding the termination of your employment with the Company.

8. NON-COMPETITION

You shall not, during employment and for a period of three (3) months immediately after the termination of your employment with the Company, either personally or by your agent or by letter or on behalf of any other person, firm or company :-

(a) Canvass and/or solicit orders from existing customers of the Company using confidential information you obtained while under employment of the Company;

(b) Join any competitor and/or collaborate with any individual or company to set up business that is directly in competition with the Company;

(c) Influence the takeover of any distributorship held by or any agency business represented by the Company; or

(d) Divert or attempt to divert any business or customer of the Company to any competitor.

You agree that in the event that you breach any of Clauses 8(a) to 8(d), you shall pay the Company a minimum amount equivalent to three **(3) month's** of your last drawn salary with the Company.

Notwithstanding the above, the Company reserves the right to pursue legal actions against you.

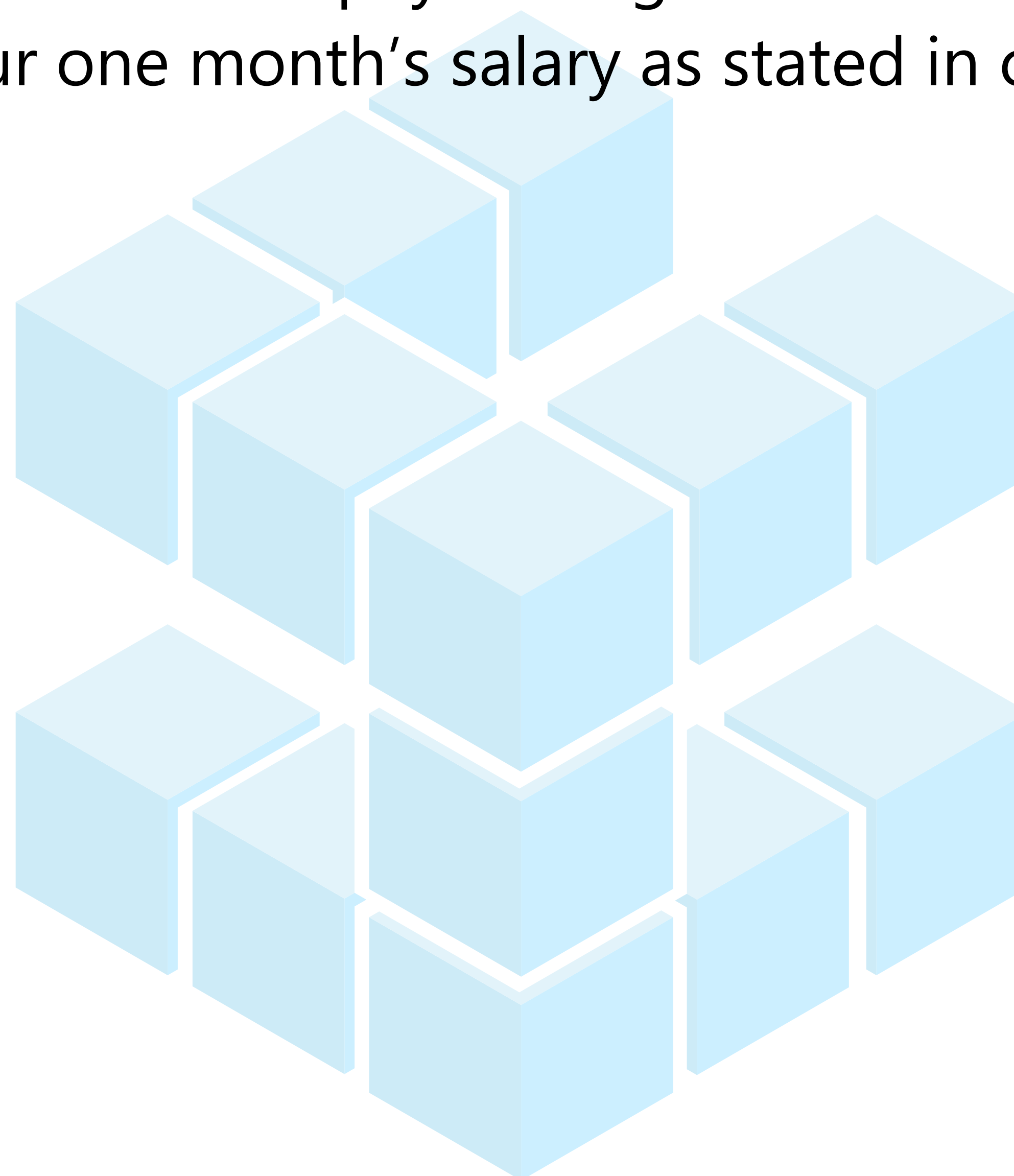
9. TRAINING

In the event that the Company sends you for any training course and you agree to and attended the course, you agree to pay back the full costs of the training course and related transport and accommodation if you resign within one year of the said course.

Acceptance

Please indicate the acceptance of the above terms by signing and returning the duplicate of this letter as soon as possible. Failure to commence employment with the Company pursuant to accepting this

employment contract will make you liable to pay damages to the Company, including but not limited to a sum equivalent to your one month's salary as stated in clause 2.1 of this contract.



Yours faithfully,
(Ashish Mulani)
Cubes Infotech

Name: **Mansi Vaghasiya**

Sign: