

Ref No: SCS/HRD/2022/2/19

Date: 16 February 2022

Letter of Appointment

Shital Jadhav

A-1501 Ganga Ishaney
near Shankar Maharaj Math
kk market Satara road
Katraj Pune 411043.

Dear Shital,

It is our pleasure to welcome you to Simplifai Cognitive Services Pvt. Ltd.

With reference to our discussions, we are pleased to offer you the position as **Trainee - Dot Net** at **Simplifai Cognitive Services Pvt. Ltd ("Company")**.

Please note that employment terms contained in this letter are subjected to Company policy.

1. Appointment:

- i. Your date of appointment is effective from the date of joining which shall be **16 February 2022**.
- ii. You will be on probation for a period of six months from date of your joining. The management reserves the right to extend this period if required. At the end of the period of your probation including such extended period as mentioned above, you will be confirmed in your position in writing provided your service during the probationary period has been found satisfactory in all aspects. If the employee's service found unsatisfactory, the employee will be terminated by giving 1 Months' notice or salary in lieu of notice.

2. Compensation:

- i. You are entitled to the annual compensation of **INR 2,76,000 (Two Lacs Seventy Six Thousand Only)** which will be subject to all statutory compliances and company deductions with regards to the law. Please refer the CTC Annexure for details of salary break up.
- ii. Your salary will be reviewed periodically as per company policy. You will be entitled to other compensation and benefits in accordance with the Company policy as modified and intimated to you from time to time.
- iii. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria.

3. Location & Reporting:

In this capacity of the assigned role, you will report to **Vasim Shaikh** or any other person nominated by the Company. However, your services could be transferred to any other departments of the Company. Notwithstanding your appointment in this Company, your services could be reassigned to any other company of the Simplifai group.

4. Roles & Responsibilities:

Your roles and responsibilities are defined for the designation which is mentioned above or in such other capacity that the management shall determine from time to time. The job responsibilities are mentioned in the separate extension file to this letter.

5. Onsite Opportunity & Travel:

You may be required to travel to the client location within India/abroad as and when needed and communicated to you by the team. The terms and conditions shall be applicable as per the defined policies.

6. Leave Holiday and working Hours:

Subject to the applicable policy of the organization, you will be eligible for leave, holidays and working hours as applicable to your category of employees and/or location posting. However, you may also be required to avail yourself outside these stipulated hours if the need arises.

7. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, and such other policies, as communicated to the associates of Simplifai Cognitive Services Pvt. Ltd from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on company's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with the company's policies.

8. Confidentiality

For the purposes of this letter, "**Confidential Information**" means any oral or written information (in whatever media or form, whether tangible or otherwise) disclosed to you and which is not in the public domain, that is marked or designated as confidential, or any other information of such nature as may be reasonably construed to be confidential, and includes trade secrets, technical information, past, present and future business strategies, business facilities, resources, operations, requirements, methods, customer information, know-how, inventions, discoveries, and improvements, financial information and projections, security arrangements, personnel information, domain names, administrative and/or organizational matters of a confidential/secret nature which is known to you; marketing, technical or other data or information, including any software, which is confidential or proprietary to the Company, or the Simplifai group, the customers or sub-contractors of the Simplifai group; all works, programs, papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language and intellectual property, relating to the business of the Company and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary, and includes any other information which, by its nature or circumstance surrounding its disclosure, may be reasonably construed to be confidential or proprietary.

You expressly acknowledge and agrees that: (i) the provisions of this Clause 8 shall apply during and after you cease to be employed by the Company, regardless of the reason for termination / cessation of your employment with the Company; (ii) in the course of your employment with the Company, there may be some variations or improvements upon the Confidential

Information, and you agree and confirm that all such variations and improvements upon the Confidential Information shall form part of the Confidential Information and shall be the property of the Company and otherwise be treated as per the terms of this Clause 8; (iii) you may develop Confidential Information for the Company, which shall not affect its status or treatment under this Clause 8; and (iv) you may learn of Confidential Information during the course of your employment.

You shall maintain confidentiality of the Confidential Information and shall not, without the prior written consent of the Company, divulge any Confidential Information to any other person (which shall include, but not be limited to, a partnership firm, a sole proprietorship, and a body corporate). You shall not, unless required by law, publish, publicly discuss, disclose, or use in any way any Confidential Information that you have become aware of or generated during the course of your employment or in connection with any of the matters referred to in this letter. Provided however that Confidential Information shall not be afforded the protection of this Clause 8 to the extent that such Confidential Information:

- (i) is or becomes published or generally available to the public other than through a breach of the terms and conditions of this Agreement; or
- (ii) was (a) known by you prior to receipt of the disclosure, except pursuant to a breach of this letter, or (b) independently developed by you through a person or persons none of whom have not utilized or referenced the Confidential Information in any manner whatsoever in connection with the development of such information.

You agree to indemnify and keep indemnified the Company, as the case may be, against all losses which the Company may suffer or incur or which may be made against the Company as a result of any willful or intentional unauthorized disclosure or use of the Confidential Information by you or your relatives that may have access to such Confidential Information through you or due to any breach of the terms of this letter.

9. Non-compete and non-solicit

During the term of your employment with the Company and for a period of one year thereafter, you shall refrain from directly or indirectly, and including but not limited to as an employee, consultant, independent contractor, partner, shareholder, member or in association with any other Person or in any other capacity, carry on, set up, solicit on behalf of, render any services to, engage in, guarantee any obligations of, extend credit to, or have any ownership interests in or other affiliation in any business that is similar to the business of the Company.

During the term of your employment with the Company and for a period of one year thereafter, you shall not either directly or indirectly (a) solicit or entice away or endeavor to solicit or to entice away or assist any other person to solicit or hire or entice away from the Company, for any competing business, any consultant, advisor, employee, customer or client who is then or at any time during the twelve month period prior to the date of the purported solicitation was a consultant, advisor, employee, customer or client of the Company; or (b) cause any person, who is then or at any time during the twelve month period prior to the date of the purported misdirection was supplying goods or services to the Company or Company's customers, to cease dealing with the Company or to cause such persons to deal with the Company on less favorable terms.

You shall devote all your efforts only to the business of the Company, and you shall refer to the Company all corporate or business opportunities that arise in relation to the business of the Company.

You acknowledge that: (a) the duration and scope of the undertakings in this Clause 9 are reasonable under the circumstances in which they have been given, and in light of the consideration paid to you during the term of your employment with the Company; (b) such undertakings are material for the willingness of the Company to employ you, and you stand to benefit from such employment; and (c) you have various other skill sets which, if deployed, would not result in a breach of his undertakings in this Clause 9.

You expressly waive any right to assert inadequacy of consideration as a defence to enforcement of the covenants set forth in this Clause 9. You acknowledge and agree that the restrictions contained in this Clause 9 are considered reasonable for the legitimate protection of the business of the Company. However, in the event that any provision of this Clause 9 is determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by applicable law. Provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Clause 9 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the applicable law or provisions revoked.

You acknowledge and agree that the covenants and obligations with respect to non-competition and non-solicitation as set forth above relate to special, unique and extraordinary matters and shall not be construed to be a restraint of trade against you given that these covenants are limited in scope and allow you to pursue a wide variety of other avenues for earning a livelihood. Further, as any violation of any of the terms of such covenants and obligations will cause the Company irreparable injury, the Company shall be entitled to seek injunctive relief before the relevant courts of law in the event of a violation of any of the terms of this Clause 9.

10. Termination of employment

While on probation period the employment may be terminated by either side by giving **30 days of notice**, or **30 days' salary in lieu of notice period**. On confirmation, the employment may be terminated by either side by giving **two months of notice**, or **two month's salary in lieu of notice period**. During notice period you are not eligible to take a leave, if taken it will be a loss of pay.

In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties. Further, the organization may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, wilful insubordination or disobedience, misbehaviour or non-performance, creating a hostile

working condition or engaging in any type of workplace harassment including of a sexual nature, the company may terminate your services with immediate notice.

Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

Reference check will be made from your education documents, previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services with immediate effect on the grounds of misrepresentation of facts and the appointment letter issued will stand void.

11. Retirement Age

The normal retirement age for all employees is 58 years.

12. Additional obligations:

- i. You are expected to discharge the duties assigned to you from time to time with due diligence, integrity and responsibility to the entire satisfaction of the management and maintain high standard of work expected of you by the organization.
- ii. You agree that the Company is offering you on the basis of your representation that you are currently not involved in any other business in any capacity, including (but not limited to) as a director, partner, or shareholder and that you have resigned from all prior roles held by you, including as director of any organisation apart from Simplifai Cognitive Services Pvt. Ltd.
- iii. Your appointment in the organization is full time and you shall devote yourself exclusively to the business of the organization. You will not engage yourself in any other gainful employment or business (part – time or full – time) as long as you are employed by the Company. Any action contrary to this shall render your services liable for termination without any notice or payment in lieu thereof.
- iv. You are required to deal with the organization's money, materials and documents with utmost honesty. If at any time you are found of moral turpitude or of any dishonesty in dealing with the organization's money, materials and documents, you shall render yourself liable for termination without any notice or payment in lieu thereof.
- v. You will not divulge or give public any information related to any aspect of the organization to anyone not employed by the organization, including in such activity shall render you liable for termination without any notice or payment in lieu thereof.
- vi. If any declaration given or information furnished by you to the organization are found to be false or if you are found to have wilfully suppressed any material information at any point of time during your services are liable to be terminated immediately without any notice or payment in lieu thereof.

- vii. This appointment shall be subject to your being found and certified physically and mentally fit. Further you are required to maintain yourself in a state of medical fitness (physical & mental). In case at any particular point of time you are found medically unfit during your services, the organization will be liable for termination without any notice or payment in lieu thereof.

13. This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including your CV), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

We welcome you to the “**Simplifai Family**” and trust we will have a long and mutually rewarding association.

Thanking you and looking for your kind co-operation.

Your Sincerely,



Ms. Vasim Shaikh
CEO

I confirm that I have voluntarily offered my services to the Company and that neither the Company nor any of its officers or employees has solicited my services by persuading me to terminate any other contract of employment or otherwise. I have read and understood the contents of this letter and accept the same without any reservations whatsoever and voluntarily agree to execute the Employment Agreement and the Employee Intellectual Property and Confidentiality Agreement.

Shital Jadhav

Place: Pune

Date: 16 February 2022

CTC Annexure

Employee Name: Shital Jadhav

Designation: Trainee Dot Net

SALARY ANNEXURE		
	Monthly (in Rupees)	Annual (in Rupees)
Fixed CTC	23,000	2,76,000
(-) EPF Employer	1,380	16,560
Gross Salary	21,620	2,59,440
Earnings	Monthly (in Rupees)	Annual (in Rupees)
Basic	11,500	1,38,000
HRA	4,600	55,200
LTA	1,150	13,800
Special Allowance	4,370	52,440
Gross Salary	21,620	2,59,440
Deductions	Monthly (in Rupees)	Annual (in Rupees)
EPF Employee	1,380	16,560
PT	200	2,500
Net Pay***	20,040	2,40,380

** The Company has the right to restructure the components of your salary; however, your gross emoluments would be protected.*

****The Variable Pay will be calculated on the KRA's for your role. You will get a separate letter for Variable Pay Structure and set target.*

Other Benefits: Medical Insurance Coverage of 3lacs for Employee+Spouse+upto3 children Premium is paid by the Company. This benefit is over and above your fixed compensation.

Job Responsibilities & KRA

Employee Name: Shital Jadhav

Designation: Trainee Dot Net

Employee Code: SCS_164

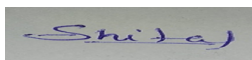
Department: Dot Net

- Design and develop mission critical applications developed using .Net / C#, JavaScript, JQuery, HTML5, CSS3, Web API etc.
- Work in all stages of website development and maintenance - from conception and design through testing and deployment.
- Build proof of concept examples
- Follow coding standards
- Remain up to date with the terminology, concepts and best practices for coding mobile apps.
- Develop software solutions by studying requirements analysis and information needs
- Develop technical interfaces, specifications, and architecture
- Unit testing
- Actively participate in providing creative and practical ideas and solutions in a teamwork environment
- Create a simple, well-documented code to solve complex business problems
- Use and adapt existing web applications for apps
- Providing technical support for web, desktop or mobile applications
- Assist software personnel in handling project related work and other requirements
- Work closely with other team members, project managers, and customer to ensure that all requirements are met and work as per specification

Other than the specified job responsibilities, you are expected to perform the duties assigned to you as and when needed related to your job role.

I acknowledge and agree to the job responsibilities for the specified role.

Employee Signature:



Employee Name: Shital Jadhav

Date: 16 February 2022