

Date: 05-Dec-2022 Shubham Dixit Hyderabad

#### **OFFER OF APPOINTMENT**

## Dear Shubham,

Welcome to the CoffeeBeans team!!

We are pleased to offer you an appointment as a **Senior Software Engineer** our Company. The terms and conditions of your appointment are given below:

- 1. You will be paid an annual Gross salary of **Rs. 1,800,000** cost to company basis, which includes all your perquisites and allowances.
- 2. This offer of appointment is valid only till the date of joining i.e. **07-Dec-2022** and committed as above and it will automatically cease in the event of your not joining us by the said date.
- 3. This appointment is terminable from either side, by giving two month's notice in writing. Early termination by means of salary in lieu of notice is at the discretion of CoffeeBeans Consulting.
- 4. A probation of three months is served from the date of joining. Upon your satisfactory completion of the probation, you shall be confirmed in the permanent establishment of the company. The company reserves the right to either extend the probationary period or terminate your employment, in the event that your performance is not up to the expectation. During probation, the appointment is terminable from either side, by giving: One month's notice.
- 5. During the course of employment with the company, you shall not enter the service of employment, consultancy, full or part-time, or any other person or organization or yourself carry on or be interested in any business.



- 6. You shall not, either during or after leaving the employment of the company, divulge, make known or communicate to any other person or persons, firm, company, concern or yourself make use of any secrets or information, which you may acquire, receive or obtain in relation to the affairs of the company, or any other matter, which comes to your knowledge in the course of, or by reason of your appointment with the company, except with the consent in writing from the company.
- 7. You will be entitled to leave as follows: **30 days per year** comprising 12 Wellness Leave & 18 Privilege Leave.
- 8. Your appointment, continuation, and permanency will always be subject to your remaining physically and mentally fit and alert considering the nature of your duties. The Management has every right to get you medically examined or re-examined at any time by the registered Medical Practitioner, or Eye Specialist or a Civil Surgeon appointed by the Company whose findings will be final and binding upon you.
- 9. You will be governed by the policies of the company as may be applicable to you from time to time.
- 10. Your individual compensation is strictly between yourself and the company. It has been determined based on numerous factors such as job role, skills specific background and professional merit. This information and any changes made therein should be treated as personal and confidential.
- 11. We at CoffeeBeans believe in creativity and innovation. In line with this ideology, we strive to provide ample opportunities for our team to foster creativity. We encourage our team to try and work on new technologies and products while supporting our promise of delivery to our clients. Deliver quality work in a timely manner. Preserving this promise, our employees are most welcome to utilize their time to learn new technologies, build new products or artifacts. Any such artefacts/products created during the employment with CoffeeBeans Consulting LLP will be the property of the company.
- 12. It is your responsibility to notify the company of any changes in your personal information (like address, phone number, additional qualifications, marital status, etc.) within 3 working days.
- 13. Your designation may be changed at the discretion of the company depending on the work assigned to you.
- 14. Upon your resignation or retirement from the company or termination of your services, you are required to return all assets and property of the company such as documents, machines, data, files and books, etc. (including but not limited to leased properties).
- 15. You will retire in the normal course from the services of the company at the end of

the month in which you attain the age of superannuation, which is 60 years.

- 16. This is a position of continuous responsibility and does not entail payment of extra time or overtime.
- 17. On the day of joining, you are requested to be present at 11.00 a.m for your onboarding formalities at 15, HSR Layout, Sector 6, Bangalore 560102. However due to the pandemic you are requested to join the google meet link that will be shared with you prior to your joining for the virtual onboarding session.
- 18. You are expected to remain on duty throughout the business/working hours of the organization and be present in time for any meeting or get together scheduled by the company.
- 19. If any declaration given or furnished by you to the company in any document submitted for employment proves to be false as part of background check verification or if you have willfully suppressed any material information, you will be liable to be terminated without notice.
- 20. We request you to produce proof of age, PAN card copy, relieving letter from the previous employers, highest educational certificates, 2 passport size photographs and proof of last drawn salary for our records.
- 21. As a substantial amount of technical and other information will be obtained by you or will be available to you, you will appreciate that any information so obtained must not be communicated directly or indirectly to any person, firm or company. You will, therefore, be agreed to sign a Secrecy Agreement of Non-Disclosure / Confidentiality.
- 22. Non-Disclosure Agreement:

"Company" for all purposes shall mean CoffeeBeans Consulting LLP, Bangalore.

- (a) You shall not, at any time during the continuance or after the termination of your employment hereunder, divulge either directly to any person, firm or Company or use for yourself or another any knowledge, information, formulae, processes, methods, compositions, ideas or documents, concerning the business and affairs of the company or any of its dealings, transactions or affairs which you may acquire the company or any of its dealings, transactions or affairs which you may acquire or have to your knowledge during the course of and incidental to your employment.
- (b) You will not undertake a business of similar nature with any other company during the period of your employment with this company.
- (c) If during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you

shall return the items to this company prior to you separating from the services of the company. Any dues

to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.

- (d) You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.
- (e) During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

Please confirm your acceptance of this Agreement on the terms and conditions mentioned above at the earliest.

We trust that this will be the beginning of a long, rewarding and successful association with us. Yours truly,

For CoffeeBeans Consulting LLP

Mitesh Bulsara

Co-founder and CTO

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I have Read, Understood and Accepted the terms and conditions of employment. As desired, I will join the company's services w.e.f. 07-Dec-2022

### <u>ANNEXURE – I</u>

Name: Shubham Dixit

**Designation:** Senior Software Engineer

Location: Hyderabad

Date of Joining: 07-Dec-2022

The breakup of the Salary is given below:

Particulars	<b>Monthly Salary</b>	Annual Salary
Basic	75,000	900,000
HRA	37,500	450,000
Fixed Allowance	35,700	428,400
Earnings	148,200	1,778,400
Employer PF	1,800	21,600
Cost to Company	150,000	1,800,000
Retirals		
Employee PF	1,800	21,600
Employer PF	1,800	21,600
Gratuity	3,608	43,290
Benefits*		
Travel Allowance	2,000	24,000
Total cost to company	152,000	1,824,000
Medical Insurance Family floater (Self + Spouse + 2 children + Parents)		Rs. 700000/-
Reimbursable components against bills*		

In addition to this:

- You are eligible for a Joining Bonus of Rs. 50,000 /- (Fifty Thousand Only) (which will be paid after 3 months of continuous employment with us).
- Due to any unfortunate reason, if you wish to discontinue (within one year from date of joining) with us or should CoffeeBeans terminate your employment with cause, but not limited to; wilful misconduct, non-performance, corrective action, insubordination, illegal action, criminal history, falsification of data etc, the same (Rs. 50,000) will be adjusted/deducted in your full and final settlement at the time of your relieving.

# ANNEXURE - II

In addition to your annual package, you are eligible for the following benefits. These optional components may have an income tax exemption as per the IT Act applicable.

**Travel Allowance:** You will be entitled for reimbursement of your Travel allowances up to a maximum limit of **INR 2,000/- per month.** 

#### **Retirals:**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952". CoffeeBeans will contribute INR 1,800 per month towards Provident Fund, as per the provisions of the said Act. An equal amount will be contributed to the Fund by the employee, which will be deducted from the Monthly Gross salary of the employee.

You will be entitled to gratuity as per the provisions of the Gratuity Act 1972. Gratuity is payable at the time of separation provided you complete 5 years of continuous service.

