

Appointment Letter

Dec 24, 2021

Dear Sarath

On behalf of CodeTantra (the "Company"), I am pleased to offer you employment with CodeTantra in the position of **Product Support Engineer**, starting on **August 1**, **2022**. Congratulations! We are glad to have you join the team! This letter is meant to provide you the terms of your employment with the Company. Please bear in mind that the terms may be modified based on changes to the Company policy.

Appointment

- i. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- ii. You will be on probation for a period of 6 months from the date of your appointment. On completion of probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your position. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- iii. You may be transferred to any other location, department, function, establishment or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- iv. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by your University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, successful completion of your ongoing internship with the Company, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- v. A copy of this letter, duly signed by you and all required details filled, has to be submitted as acceptance of this offer, along with a copy of your Aadhaar card, a copy of your passport and 4 passport size photographs.

Responsibilities

- i. This is a full-time position, requiring you to perform all corresponding responsibilities effectively and to the best of your ability and deliver results. The Company allows flexible office hours to enable you to deliver results effectively. While doing so, occasionally, you may even be expected to work extra hours to deliver the expected results as per your job requirements.
- ii. You are required not to engage in activities that have or will have an adverse impact on the reputation and business of the Company, whether directly or indirectly.
- iii. You may be required to undertake travel for business purposes, both within and outside India. During such travel, you will be eligible for reimbursement of travel expenses as per the applicable policy of the Company.
- iv. We are committed to uphold integrity in all aspects of the Company's functioning. You are expected to comply with all the policies ("the Policies") of the Company including those on Code of Business Conduct and Ethics.



v. Any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies of the Company or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

Confidentiality

- i. You will be required to comply with the Confidentiality Policy of the Company in all aspects of your job. You will be required to treat all Confidential Information (as defined by the Confidentiality Policy of the Company), as secret and confidential, and not use or disclose any such Confidential Information, except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (regardless of the circumstances of, or the reasons for, the cessation).
- ii. In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing on this letter, you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to the Company as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of the Company in relation to Intellectual Property

Conflict of Interest

- i. You are required to engage yourself exclusively in the work assigned by the Company and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of the Company.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a) Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - b) Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - c) Any existing employee to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict



Non-Compete Policy

In the course of your employment with the Company, you will be privy to product roadmaps and strategy, and you will also be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of twelve (12) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a competitor and/or customer or client (with whom you have interacted or worked in a professional capacity representing the Company during the twelve (12) months preceding the date of separation).

General

- i. This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or wilfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or wilfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and/or enforce remedies available under law.
- ii. Please note that you are required to notify us of any agreements, written or oral, which you have entered into that may relate to or affect your commitments under this employment agreement.
- iii. This employment agreement sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral.
- iv. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement.
- v. You acknowledge that you have understood the terms of this employment agreement and that you are aware that the specific performance of the terms of this employment agreement may be enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- vi. This employment agreement may not be modified or amended except by a written agreement signed by you and an authorized officer of the Company.

At-Will Employment

Your employment with the Company is "at will", and thus your employment with the Company shall be terminable, with or without cause, by you or the Company, giving a notice of one (1) month. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period, you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, software, source codes, keys, books, documents, cost



data, price data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

Background Check and References

The company reserves the right to perform a detailed background check on you to ensure that the details provided to us either by you directly or through references provided by you or obtained through any other legal means are entirely valid. The company reserves the right to terminate you without notice if any adverse information, that may prove that the facts provided to us are incorrect or that association with the company can potentially bring disrepute to the company or if there is evidence that you may not be able to perform your responsibilities as required by the Responsibilities section above, becomes available through any legal means, even after your acceptance of this offer of employment.

You will provide all the information that is necessary for the company to perform checks, including but not limited to references to people who interacted with you professionally in the past, documentation regarding all your previous employments.



Compensation & Benefits

You shall receive salary as detailed below:

Components	Monthly	Annual
CTC	33,501	4,02,008
Basic	21,610	2,59,321
HRA	8,644	1,03,728
PF Employer	1,950	23,400
Gratuity	1,297	15,559

^{*} Gratuity Contribution is a notional contribution. Employees will be eligible for payment of gratuity as per the Company policy for the same.

- i. Free access to all the paid course content on CodeTantra platform for the entire duration of employment for self and family.
- ii. Leave, holidays and working hours are as applicable to your job and business unit.
- iii. In addition, you will be enrolled into any health insurance program, as applicable from time to time, at the company's discretion.



Please acknowledge and confirm that the above terms and conditions are all acceptable to you and that you accept the offer of appointment by submitting a signed copy of this letter, with your original signature, by **January 1, 2022**.

Yours sincerely

Signature:

Place: Date:

For Code lantra Tech Solutions Pvt Ltd
Ramana TSV
CEO
I, Sarath , have read, understood and agree to accept the employment on the terms and conditions herein. I shall be reporting for duty on January 1, 2022 .
Name: