



To,

Mr. Subhradip Sinha

Sub: EMPLOYMENT CONTRACT

Dear Subhradip Sinha

It gives us immense pleasure in welcoming you at Qapitol QA Services Private Limited ("Qapitol" or the "Company") as one of our valuable members.

This Employment Agreement is effective from the date of your joining **8 March 2021** and sets forth the terms and conditions under which Qapitol QA services Pvt. Ltd ("the Company") employs you, **Mr. Subhradip Sinha** as " **Senior Software Test Engineer**" and your CTC is **Rs 6,00,000/-** [Rupees Six Lakhs Only] per annum which is inclusive of all allowances, company contribution to Provident Fund [CCPF], Gratuity and all other benefits as per the company rules. Statutory deductions, as applicable, will be made from time to time

In this Employment Contract, we wish to share with you the detailed *Employment Terms and Conditions* which will govern your employment with Qapitol. You will also be bound by any changes to the terms and conditions keeping in mind the business requirements of the Company. Please note that your appointment is subject to background check/reference check/pre-employment checks as applicable.

You are also required to sign a separate Employee Non-Disclosure Agreement. These Employment Terms and Conditions together with the Employee Non-Disclosure Agreement and the policies formulated and amended by the Company from time to time shall form your Employment Contract with Qapitol.

Your position is subject to a four months probationary period during which your performance and suitability for employment will be evaluated.

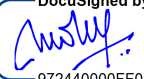
Kindly note that by entering this Employment Contract, you warrant that you will not be in breach of any terms or obligations under any subsisting agreement, written or verbal, with any third party.

If you have any questions or concerns please do not hesitate to contact us as soon as possible to discuss them further.



We look forward to your joining our team and hope for a long and successful association.

Yours sincerely,

DocuSigned by:

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Mr. Sridhar Krishna Mohan Panguluri

Managing Director



EMPLOYMENT TERMS AND CONDITIONS

1) **Position Description:**

- a. You shall during your employment with Qapitol, perform the duties and exercise the powers which Qapitol may from time to time properly assign to you in your capacity as or in connection with the business of any of its associated company.
- b. The above position description which prescribes your duties and other requirements of your employment is attached herewith and is part of this contract of engagement. At Qapitol it is necessary for us to respond to needs and workloads across the Company. Therefore, we need to remain flexible and work as a team, and in line with this, you may be asked to assist in other areas, vary your work times and/or perform other tasks which are consistent with your skills and abilities. Your duties will include but not be limited to all responsibilities that would pertain to the position.

2) Your employment shall be deemed to have been commenced on the date of actual reporting in the premises of the Company pursuant to your acceptance of these Employment Terms and Conditions. Your acceptance of these Employment Terms and Conditions constitute a binding contract of employment between You and the Company.

3) **Working Hours and Place of Work:** Qapitol observes a 5-day week with Saturday and Sunday as weekly holidays. The office hours are from 10 AM to 7 PM. You will operate out of our office at Bangalore location. Qapitol may require you to operate/work from home or at office premises based on the requirements and operational exigencies.

4) **Compensation & Benefits:** You will receive a total compensation of **Rs 6,00,000** per annum. This sum includes all the payments as per Qapitol's Policy and any statutory payments/benefits applicable as per laws in force. The detailed breakup is as follows:



ANNEXURE A

		Per Month	Per Annum	Maximum allowed	All Numbers in INR
Basic	A	25,000	3,00,000		
FLEXI COMPONENTS					
Total Available for Flexi Components					
HRA	i	10,000	1,20,000	40% of Basic	Other flexi elements you can opt for is detailed in Annexure B
Total Flexible Component Utilized	B	10,000	1,20,000		
Group Medical Insurance	C	156	1,872		Total Coverage of Rs 5,00,000 for employee, Spouse and 4 Kids
Special Allowance	D	11,842	1,42,098		
Employer Contribution to PF	E	1,800	21,600		Employer contribution of 12% of Basic Salary. However, you may opt for min of 1800 per month and the Employer contribution would also match the amount you opt for.
Employer Contribution to Gratuity	F	1,203	14,430		Employer contribution.
Total CTC		50,000	6,00,000		A + B + C + D + E + F

- Net monthly take home salary is subject to deduction of Professional Tax, Provident Fund and Income Tax as applicable.
- Gratuity is @ 4.81% of your Basic Salary and is payable on separation, subject to completion of 5 years of continuous service in the company.

The above Compensation structure may be revised at any time without notice at the sole discretion of the Company, and the same shall be applicable and binding on you.

5) Leave Eligibility & Holidays



- a. The Company's holiday year commences on 1st April and expires on 31st March (the "Holiday Year"). You shall be entitled to such holidays, as may be declared at the beginning of each Holiday Year by the Company.
- b. Leave for full time, permanent employees will generally be in accordance with the terms and conditions of Qapitol's Leave Policy.

6) Notice Period & Termination

- a. Your employment is subject to termination by either party by giving 2 months (Notice Period) written notice or two months basic salary in lieu of notice period, at the discretion of the Company. Provided that in case you wish to resign with immediate effect, the Company reserves the right to require you continue in employment until such date (not exceeding thirty days) to complete the tasks entrusted to you and the handover/knowledge transfer process.
- b. Upon receipt of your written resignation, Company may resort to the following depending on the exigencies of work:
 - i. adjust the said Notice Period against your accrued leaves and/or forfeiture of salary.
 - ii. accept your last working day as any other date (not exceeding 15 days) than the one offered by you in your resignation letter.
- c. Should you wish to terminate your employment with Qapitol during your Probation Period, you are required to give Qapitol a prior written notice of fifteen (15) calendar days. Notwithstanding this, should you be deputed on site during this period, or if you are working on a project at the time, Qapitol may, in its discretion require you to serve a longer notice period of upto 2 months, which shall be binding on you.
- d. Qapitol shall have the right of immediate termination of your services without giving you a prior notice period or days salary in lieu thereof, if it is found, at any time that you have indulged in an act which constitutes misconduct in accordance with Qapitol's Policy/ Code of Conduct.



- e. In the event of such termination, the Company shall not be obliged to make any payment to you save for, the amount of salary and benefits any remuneration actually accrued up to and including the date of such termination. This is notwithstanding Qapitol's right to claim the actual damages it has suffered or other relief under contract, law or equity.
- f. If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice, unless you return to work within 3 days of commencement of such absence with an explanation to the satisfaction of the Company.
- g. Termination of this Employment Contract by the Company beyond the term of employment for any reason whatsoever, will not entitle you to claim any damages or compensation or any other benefit whatsoever.
- h. Once resigned, you shall not be entitled to take any leaves without any confirmation from the Company in writing.
- i. You will automatically retire from the service of the Company on attaining the superannuation age of 60 years.

7) General Employment Terms

- a. **Service Rules:** Your employment in Qapitol will be governed by the rules and regulations, which are in force or which would be brought into force from time to time, as applicable to all employees of Qapitol. Changes/amendments to these policies and guidelines are made taking into consideration the Company's best interests from time to time and notified to all Employees. You are advised and instructed to go through these policies and adhere to them during your employment with the Company.
- b. **Full Time Work:** Your position is a full-time employment and you shall devote yourself exclusively to the business of Qapitol. You will not take up any other work – part time or otherwise – or work in an advisory capacity or be interested directly or indirectly in any other trade or business without the prior written consent from Qapitol during your tenure of association with the company. Qapitol reserves the right to alter or allocate different responsibilities to you from time to time depending on the business needs of Qapitol.



- c. **Code of Conduct:** You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interest of the Company and will at no time do or say anything which compromises the Company's goal or reputation. If there is any breach of the same, or the terms and conditions laid down in this document, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein.
 - d. **Past Record and Representations:** If any declaration given or information furnished by you to the Company proves to be false/forged or if you are found to have wilfully suppressed any material information, you will be liable to be removed from the services without any notice or compensation whatsoever. You will also be liable to indemnify and hold Qapitol harmless from all costs, losses, damages and liabilities that may have been caused to Qapitol due to such incorrect and/or false and/or fraudulent and/or forged representation.
 - e. **Responsibilities:** You are expected to perform effectively to ensure achievement of required results and you will be required to work under the supervision of such officers as directed by the Company from time to time. Your performance in the assigned role will be periodically reviewed and the feedback will be shared with you. In the event of your performance not measuring up to the expectations of your supervisor, the Company reserves the right to take suitable recourse up to and including termination of your services.
- 8) **Confidentiality:** You are expected to maintain utmost secrecy in regard to affairs of Qapitol and shall keep any information of Qapitol, whether written or Verbal, confidential. This restraint is necessary for the reasonable protection by the Company of its business and the business of its clients.
- a. You shall not at any time, either during the continuance of or after the termination of your employment with Qapitol, use, disclose or communicate to any person whatsoever any confidential information which you have or of which you may have become possessed during your employment with Qapitol.
 - b. You shall not supply the names or addresses of any clients, customers, vendors or agents of Qapitol or any company of the group to any person except as authorised by Qapitol or as ordered by a Court of competent jurisdiction.



- c. The terms and conditions of your employment with Qapitol, including that of this Employment Contract shall be treated as strictly confidential and you are expected not to divulge its contents to any employee of Qapitol or any other person connected or unconnected with Qapitol.
- d. If required by Qapitol or its Clients, you will sign further confidentiality agreements or the like to further protect the interest of Qapitol and/or its Clients.
- e. The confidentiality obligation will be perpetual in nature. Your service shall be terminated with immediate effect without any prior notice in the event of breach of this confidentiality provision.
- f. You agree that you will not at any time during the continuance of your employment or on expiry or termination/cessation of your employment with Qapitol or thereafter, issue any statements to the press (whether verbal or written) which have not directly been authorised by Qapitol on any matter connected with or relating to the business of Qapitol or any company of the group.
- g. The obligations under this Clause shall survive the termination or expiration of this Employment Contract.

9) **Medical Fitness:** You are required to continuously maintain yourself in a state of good medical fitness so as to perform well and to discharge your assigned responsibilities adequately while in employment. If at any point in time, during your employment with Qapitol, you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated as per the Company rules notwithstanding anything mentioned in this document or otherwise. You agree to submit yourself for any medical check-up at any time if called upon by Qapitol or its clients when assigned to work at their premises. In the event you are absent from work and unable to perform your duties satisfactorily by reason of any injury, illness or other reason satisfactory to the Company, you will not be entitled to receive any salary and other benefits your during sickness period.

10) **Return of Property on Termination:**

- a. Upon the termination or cessation of your employment with Qapitol for any cause whatsoever, you shall immediately deliver up to the Company or its authorised representative, any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, mobile phones,



laptops, memoranda, correspondence, notes, records, reports, sketches, plans, letterheads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other Confidential Information, whether or not the property was originally supplied to you by the Company.

- b. Qapitol reserves the right to make reasonable deductions from your full and final salary payment or any other amount due to you, in the event you fail to return all the property of the Company which is in your possession, or return it in a damaged state, other than due to normal wear and tear.

11) Intellectual Property Rights: You acknowledge and represent that the Intellectual Property Rights (IPR) in all the work(s) done by you, during the time of your employment or contract or assignment in any manner with Qapitol or its clients will be deemed as work done for hire and it belongs to Qapitol perpetually and without any claim from you.

- a. IPR would mean rights in designs, drawings, documentation, specifications, reports, commercial and research strategies, flowcharts, algorithms, processes, knowhow, technology, inventions, patents, copyrights, trademarks, utility models, trade secrets, source code, software, systems, devices, data, etc. (whether or not, in each case, the right is registered and including applications for, and any right to apply for, such registrations) and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may subsist anywhere in the world, together with all renewals and extensions to such rights.
- b. As and when requested by Qapitol, you shall sign all such documents and instruments including any actions that is required to effect the purpose of assignment of IPR to Qapitol during your tenure with Qapitol or otherwise.
- c. If at any time during the course of your employment under this Employment Contract you make or discover or participate in the making or discovery of any Intellectual Property directly or indirectly relating to or capable of being used by Qapitol, full details of the Intellectual Property shall immediately be disclosed in writing by you to the Company and the Intellectual Property shall be the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Company to exploit the Intellectual Property to the best advantage (as decided by the Company). You shall execute all documents and do all things which may, in the opinion of



the Company, be necessary or desirable for the protection of the Intellectual Property and for vesting the same in the Company, as the Company may direct.

12) Non-Solicitation of Customer/Client(s): You shall not during the term of your employment with the Company and a period of three (03) years thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly:

- a. Assist, aid, induce, facilitate or cause any customer or client of the Company who is an existing client or customer of the Company or who had been a customer or client or who becomes a customer or client of the Company during your term of employment with the Company, to cease, terminate, discontinue either any part or whole of its business with the Company;
- b. Solicit the business of any current or future client, customer or licensee of the Company either for yourself or for any other organization.

13) Restriction on Joining a Customer/Client: You agree that for a period of one (01) year following the termination of your employment with Qapitol for any reason, you will not, *without prior consent of the Company*:

- a. accept any offer of employment from any customer or client of Qapitol, where you had worked in a professional capacity with that customer/client during your tenure of employment with Qapitol;
- b. undertake a project or provide services to any such customer/client, either directly as an employee of the customer or as an independent contractor or through any other company or agency, where you may work in a professional capacity in the one (01) year immediately succeeding the termination of your employment from Qapitol.
- c. You further agree to undertake that you will not disclose information on the existence of conditions mentioned in this clause to the company or agency where you would seek employment or get employed within a period of one (01) year following your termination of your employment with Qapitol for any reason.
- d. The Company shall not withhold consent if it feels that such association is not harmful to its own interests or those of its clients.

14) Non-Solicitation



- a. You shall not during the term of your employment with the Company and any time thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly abet, induce, facilitate, contact or deal with the employee(s) of Qapitol or its associated entities for the purpose of making such employee(s) leave the Company and/or hiring them either for yourself or for any other organization, entities, etc.
 - b. You shall not during the three (03) years period after the date of termination or expiry of this Employment Contract or cessation of your employment, solicit or entice or endeavour to solicit or to entice or assist any other person, whether by means of supply of names or expressing views on suitability.
- 15) **Data Protection:** You consent to Qapitol holding and processing, both electronically and manually, the data it collects in relation to you, in the course of your employment, for the purpose of Qapitol's administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations. You also consent to the transfer, storage and processing by Qapitol of such data outside India, where Qapitol has or is likely to have its offices.
- 16) This Employment Contract shall be governed by and construed in accordance with the laws of India and the parties to this Agreement submit to the non-exclusive jurisdiction of the Courts at Bangalore, Karnataka, India.
- 17) **Rules and Regulations:** You shall, in addition to the terms and conditions of this Employment Contract specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies as may be framed, amended or modified by Qapitol from time to time and circulated by mail or any other means. In the event of any conflict between the terms and conditions of employment, as specifically stated herein and the policies, the terms and conditions specifically stated herein shall prevail.
- 18) You will submit all the documents listed hereafter for record of Qapitol. If any declaration given or information furnished by you to the Company proves to be false/forged or if you are found to have wilfully suppressed any material information, you will be liable to be removed from the services without any notice or compensation whatsoever. You will also be liable to indemnify and hold the Company harmless from all costs, losses, damages and liabilities that may have been caused to the Company due to such incorrect and/or false and/or fraudulent and/or forged representation.



We wish you all the very best and look forward to a long and mutually beneficial association. Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this Employment Contract.

Yours sincerely,

For Qapitol QA Services Private Limited

DocuSigned by:

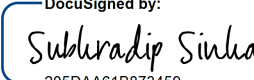
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Mr. Sridhar Krishna Mohan Panguluri

Managing Director

Declaration by the Employee:

I have carefully read and understood the above terms and agree that the provisions of this Employment Contract and the Annexure are reasonable and necessary, and accept the same irrevocably and unconditionally. I agree to update myself of all company policies and associate related guidelines available in Hrstop and adhere to them during my tenure of employment with the Company.

Signature : 
Name : Subhradip Sinha
Date : 22.03.2021