

VIRTUAL EMPLOYEE PRIVATE LIMITED
Block SDK – K1 & K4, NSEZ, Noida - 201301, UP, INDIA
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CIN: U74900UP2010PTC041120

Virtual Employee Appointment Letter

07th September, 2020

Atif Ahmad

Correspondence Address: 117/A Shubrati Apartment, Okhla Main Market, Jamia Nagar, New Delhi 110025.

Permanent Residence: Mohallah Mahatwana, Mau Aima, Allahabad, Uttar Pradesh-212507.

Mob/Phone: 7503263457

E-mail: atifahmad911@gmail.com

RE: APPOINTMENT LETTER

Dear Atif,

We are pleased to appoint you for the position with Virtual Employee as mentioned herein this document. Your start date, compensation, benefits and other terms of employment as discussed and agreed upon, subsequently during the interviews and in offer document given to you and the same as accepted by you are set forth below:

TERMS OF APPOINTMENT

Effective Date & Date of Joining:

The terms of appointment are effective from the date of your joining in our company i.e. **07th September, 2020**

Position and Job Duties:

- Virtual Employee shall employ you and you agree to competently and professionally perform such duties as are customarily the responsibility of the position as set forth in the job description, the written copy of which can be procured from your functional / reporting manager upon your joining. Your main tasks and responsibilities are set out in your written job description.

Designation: Senior Software Engineer

Designated role: PHP

Department (Operations/ HRD/ Sales and Marketing/ IT/ Quality Control/ F&A/Cs): Operations

- You are required to notify Virtual Employee's HR dept, if your client / reporting /functional manager have not provided you with any work. Virtual Employee may assign you some work to make sure that you are fulfilling your normal working day. Should you fail to notify us of this, Virtual Employee will reduce your salary accordingly for every day you have not notified us. Any such change will not constitute a change of the terms and conditions of your employment.
- Your duty is to perform your job to the best of your ability and to comply with the law. Throughout your employment you will carry out your duties in a professional manner and always in the best interests of the company, failure to do so will be considered as an act of gross misconduct and will result in the immediate termination of your employment.

Place of Work:

Your place of work is Virtual Employee's office address at Virtual Employee's Office at SDF Block K-1 & K-4, NSEZ, Phase-II, Noida, UP/ C-196, Sector-63, Noida. The Company does not allow anyone to work from home. The company has a strict policy of working only from our office address.

Reporting Relationship: The position will report to: **Team Lead/Manager**

Employment Classification (Contractual/Part Time/ Full Time):

You shall be a **Full Time employee** and shall be entitled to benefits as specifically outlined herein.

Office:

Adequate office space in a conducive and comfortable work environment shall be provided for employee.

Working Hours and Attendance:

- Working hours will be of 9 hours a day including 1 hour break as specified herein, Monday through Friday excluding public holidays and schedule may change as per the requirement of the work. You may be required to work additional time where the needs of the business require this. It may not always be possible to give you notice of such a requirement.
- Your regular working hours start from **12:00 PM to 09:00 PM** and it may change as per business need.
- You will be required to comply with any time keeping or record-keeping scheme existing or to be introduced by the Company.
- If you are unavailable for work for any reason and your absence has not previously been authorized by the company, you must inform Virtual Employee of the fact of your absence and this has to be done within 4 hours of the scheduled shift time. Failure to do this will result in deductions from your salary.

Probation & Confirmation:

You will be on a probationary period for 3 months. Only upon successful completion of your probation you would be confirmed into the services of the Company. Management in its sole discretion will determine about confirmation on performance measures based on job roles assigned. After successful completion of the probation and review thereof, you will be entitled to other allowances and benefits whatsoever as per policies of the organization. Regular performance reviews will be done to assess your suitability.

On successful completion of your probation period, the appointment letter shall be taken as confirmation of your services.

Salary:

- You will be paid **CTC 9,30,000 INR per annum**. Your compensation package is unique and exclusive for you only and should be treated with confidentiality and as a non-comparable package with others. Your CTC including both fixed and variable part is inclusive of all taxes, levies or any deduction, if applicable. Your gross salary is subject to Tax Deduction at Source and Taxes will be deducted from your Gross Salary. The gross salary includes the basic salary, HRA and medical allowance and any such allowances applicable to your position. The salary will be directly credited to your bank account monthly and you shall receive your payments on or before the 10th day of every month or if the 10th is not a business day, the next business day; please note that your salary is calculated from the 1st to the last day of each month.
- Virtual Employee pays your salary and you are employed by Virtual Employee. Under no circumstances you are to discuss your salary with the client/functional / reporting manager. You are not employed by the foreign client. Your salary and compensation and any commercial or financial agreements or arrangements discussed and / or agreed either verbally or in writing between you and Virtual Employee are confidential and must not be discussed with, or disclosed to the Client/functional/ reporting manager, failure to adhere to this will be treated as an act of gross misconduct and could result in immediate termination of your employment or demotion in your position.
- We reserve the right in our absolute discretion to deduct from your pay (e.g. salary, commission, and bonus) any amount of money which you may owe to us including, without limitation, any over-payments or loans/advances made to you or losses suffered by us as a result of your negligence or breach of employment terms. By signing the appointment letter as copy of acceptance, you confirm that you agree to this.

- Should any leave or sickness be taken without prior consent or at least 4 hours prior to notice before the time you are due to report to the office, and then you will be charged a penalty of 3 days salary, this shall be deducted from your next month's salary.

Appraisal and Salary Increments:

You will be eligible for annual appraisal from the date of joining. Your annual increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right. The salary increment slabs are mentioned below:

Average: 7 – 10%

Good: 11 - 12%

Excellent: 13% - 15%

Target & Performance:

The targets or any such applicable will be assigned to you as deemed fit after mutual discussion with your reporting /functional manager. The separate letter or document of such plan or policy shall be given to you, if required. The overall performance and achievement of targets, if applicable upon your position, shall be taken on records while deciding upon your incentive or bonus or appraisal or future increment of any kind.

Expenses & Reimbursements:

The Company will reimburse to you all reasonable expenses incurred by you in work, provided you provide us with receipts, invoices or other evidence of actual payment and has taken the written permission prior to that expenditure from HR dept. In other words, the reimbursements are strictly to be done only in case the employee takes the approval to do the expenses in written by HR dept.

Benefits:

In addition to your compensation, you will also be eligible to receive the Virtual Employee's standard benefits package, as such package and policy are in effect from time to time, such as performance based incentive or any bonuses as applicable. The Benefits would include any such, if applicable in future, and the information of it could be obtained through HR department of the company.

Annual Paid Leaves (Casual Leave/ Sick Leave):

- The entitlement is for 12 days paid leave each year on a prorate basis from the second month of date of joining (divided into casual leaves and 4 sick leaves). Unused paid leave days are accumulative for next three years but are not paid out on termination of service during these three years.
- The paid leave year runs from your joining date to the next 1 year.
- In the first year of your joining you will be paid 11 days leave as in first month you are not eligible for any paid leaves.
- If your employment commenced or terminates part way through the leave year, your entitlement to paid leave during that year will be assessed on the pro-rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leaves taken in excess of entitlement.
- No leave may be taken in the first month of employment and if taken on urgent note it will be unpaid as paid leave eligibility will be after first month of employment.
- Not more than 2 weeks leave shall be taken consecutively unless otherwise agreed by the company and the Client in writing. You must get approval for the dates of your leave at least 30 days in advance from your manager. If you give less notice than this, we may not be able to accommodate your wish and discretion shall be as per HR dept.
- If you take more leave than your entitlement, then you agree that the Company may deduct the value of the excess from your salary.

Holidays:

- The company observes 8 Holidays in a calendar year of which three are the Gazetted National Holiday; Republic Day (26th January), Independence Day (15 August), Mahatma Gandhi Jayanti (2 October) and other festival holidays such as, Eid-Zuha, Holi, Diwali, Christmas and New Years Day.
- The Company's holiday year runs from January 1 to December 31.
- It may be noted that there is difference between the leaves and holidays. Holidays are predefined by the company and are declared in the beginning of each year and one can avail compensatory off against working on the holidays, if required. However, the leaves are requested by the employee to the company as per need of the employee and can be paid or unpaid leaves depending upon the leave approval and or leave balance of the respective employee.

Training, Deputation and Transfer of Employment outside India:

- You may be required to work for the Company overseas for any period/s that may be guided by the exigencies of work or business of the Company.
- You hereby agree and accept to execute the necessary bond and be governed by the terms and conditions of the same relating to your deputation for training overseas in the event that you are chosen to undergo such overseas training and development of your skills. Details of the contents of security bond are available on request.

Adherence to Code of Conduct & Company Policies:

You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules, regulations and orders promulgated by the management in relation to conduct, discipline and policy matters. The company reserves the right to change the terms and conditions of employment and its HR policies and procedure at any time.

Business Code of Conduct:

All employees are expected to maintain the highest level of ethical conduct and are required to sign our code of Ethical Business Conduct/ Conflict of Interest by acknowledging the HR code of conduct book upon joining.

Retirement:

- The policy of the Company is that both men and women retire at the age of 60.
- Your employment will therefore automatically terminate when you reach that age without you or us being required to give notice.
- Under special circumstances you may be allowed to continue in employment after retirement age. If we do decide to continue your employment, that decision will be reviewed regularly. The decision will not alter the normal retirement age for the company.

Termination/Separation:

Your services are liable to be terminated at any time :

During probation or after confirmation, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on examination;

As and when the Company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and/or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification , experience , salary etc.

If you are found to be not possessing desired qualification which do not conform to custom authority and Government regulation as may be required from time to time and necessary for continuation of business or its exigencies or on account of redundancy.

Virtual Employee reserves the right to put employees on unpaid leaves or terminate employees with or without notice period in case of force majeure circumstances including but not limited to lockdown imposed by Govt owing to Covid 19 or due to the circumstances caused by Covid 19 that negatively affect Virtual Employee or any other reason beyond the control of VE.

Summary termination: The Company is entitled to terminate your employment by summary notice in writing if your behaviour is at any time so unacceptable as to go to the root of this appointment. Here are examples of behaviour that would justify summary dismissal:

- misuse of the Company's property or name; or
- bringing the Company into serious disrepute; or
- incapability whilst on duty brought on by alcohol or illegal drugs; or
- serious negligence which causes or might cause unacceptable loss, damage or injury; or
- serious breach of confidentiality; or
- failure to comply with the terms of this agreement in a serious way; or
- failure to comply with any term of this agreement after we have warned you that failure may result in dismissal; or
- any action which is inappropriate to or incompatible with your continued employment; or
- failure to work to a satisfactory standard after having received a written warning from the Company; or
- bringing alcohol or illegal drugs onto the Company's premises;
- Going behind our back and attempting to or working directly for the client without Virtual Employee.

- If the Company delays in exercising this right of termination that does not mean the Company has waived its right.

Notice Period:

- You are required to provide Virtual Employee with 60 days of notice period in writing unless otherwise stated in this appointment letter, however, should you terminate your employment early; there will be penalties as set out by the company. During the notice period, you are expected to service the company productively and professionally.
- If on the date you leave, money is owed by you to the Company for any reason, you now agree that it may be deducted from any full & final payment to you.
- Failure to serve during your notice period (excluding any holidays/ leaves agreed with Virtual Employee) will result in a fine of two day's salary for every day missed. This amount will either be deducted from your salary or paid by you to the company within notice period.
- Virtual Employee has the discretion to terminate your employment without any prior notice with immediate effect, if you do not adhere to the terms of your employment and this appointment letter or due to gross misconduct. In all other instances, the notice period that Virtual Employee is required to provide you with is of 30 days. However, during your probation period Virtual Employee will provide you with only 2 days of notice period and once your services are confirmed, Virtual Employee will provide you with 30 days of notice period.
- If your employment is terminated due to poor performance, Virtual Employee holds within its discretion the right to provide no notice period.
- The full and final settlement of the employee's salary account is been done in the next month of the employee's resignation or termination of services on or after 10th of the respective month. The company will provide full and final settlement only in the condition that the employee has served VE with the notice period mentioned in appointment letter and worked fruitfully during the notice been served and has facilitated in the smooth transition. Employee's last salary and other benefits will be provided once the employee has been issued clearance letter from HR, IT, Accounts & Administration department.

Arrangements during Notice Period:

The Company expects you to be available and to work during the notice period.

We reserve the right, entirely at our discretion to:

Terminate your employment before the expiry of the notice period and pay you the money in place of the salary you would have earned during the un-worked balance of your notice period (net of usual deductions);

Require you to undertake different duties during the notice period;

Require you to remain at home during part or all of your notice period.

The company has the right to forfeit a day's pay for each day of unauthorized absence (including leaving employment without notice or during your notice period without the company's permission).

Representation:

You represent that you are not subject to any covenants or restrictions as a result of any prior employment or association that would be violated by the execution or performance of this appointment letter/order. You agree to hold us harmless and indemnify the Company from and against all loss, cost and expense, including attorneys fees, incurred by the Company arising from, through or under any claims, by any third party that the execution and/or performance of this appointment constitutes a violation of any prior covenants and restrictions to which you may be a subject.

Restrictive Covenants:

In recognition of the fact that the company is engaged in a service providing business involving business relationships with its customers, the success of which business is due to continuation of such relationships, the Employee does hereby covenant and agrees as follows:

During the term of employment and for a period of Thirty Six (36) months after termination of employment, the Employee shall not:

Non-Disclosure:

Publicize, announce or otherwise trade upon the existence of a business relationship between the company and the Employee; Without affecting the generality of the foregoing, it is hereby informed to you that the following information is always strictly confidential and exclusive property of the Company:

Names and contact details (including telephone numbers, email id's, fax numbers, websites, postal address) of the Company's Client(s) and all employees / officers / directors / partners / associates of the said Client(s).

Names and contact details (including telephone numbers, email id's, fax numbers, websites, postal address) of any Client(s) of the Company's Client(s) and all employees / officers / directors / partners / associates of the said Client(s) of the Company's Client(s).

Any data / software / information / intellectual property provided by either the Company or the Company's Client(s) or a client of the Company's Client(s) or by any person(s) acting on behalf of the foregoing

By accepting this Offer, you accept in unequivocal terms your acceptance of the rights of the Company in respect of the exclusive property mentioned herein above and request the Company to entrust the said property to you in good faith based upon the assurances of keeping the trust and never committing any breach of trust.

As part of the job, you will be given or handle or come in contact with different types of data and information. Unless specifically authorized to do so, any information or data will not be disclosed or shared or transferred to any person / organization or used in any way (other than as specifically authorized). It is to be clearly understood by you that all information handled by you will be considered as confidential unless specified otherwise in writing. Any violation of this clause will invite severe civil and criminal liabilities for which you will be solely responsible

In case any breach of trust is committed in respect of any part of the aforesaid entrusted property (by misusing the same or by converting it to your or any third person's use or by doing any action that will enable misappropriation or unauthorized use of the said Property by you or by any third person), such an act will amount to a criminal breach of trust as defined under section 405 of Indian Penal Code, 1860 (IPC) and as punishable under section 406 and 408 of IPC.

In case of any misuse / misappropriation / unauthorized disclosure / violation of confidentiality of any part or whole of the aforesaid property, the Company will also have a right to proceed against you under the relevant provisions of The Information Technology Act, 2000 and other laws as applicable from time to time.

Disclose, disseminate, publish, reproduce, copy or duplicate to any extent, any proprietary information belonging to the company and/or any client or customer of the company, or provide to

any person, firm, corporation, or any other entity, such proprietary information or use of any proprietary information for his/her own or another's benefit, or allow any other person or entity to use such proprietary information;

Due to the proprietary nature of our products, all employees are expected to maintain the highest level of confidentiality and will be required to sign an agreement not to discuss or disclose any company information.

Your salary details are confidential; failure to do so will invite disciplinary action and may even result in the termination of your services.

All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence etc., written or unwritten and also information and instructions that pass through you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons during or after your employment.

During the course of employment with the Company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know-how, methods or refinements and business plans and business secrets and other information concerning the products / business of the Company, hereinafter called the "SECRETS". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during course of employment and on cessation for at least 3 years period.

While you are in employment of the company, you may be given or handed over company's property and / or equipment for official use and you shall take care of them including their upkeep. On cessation of employment with the Company, you shall return all documents, books, papers relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company in your possession.

It is a condition of your employment that you do not use, divulge or disclose to any person (and that includes a business of any sort) any confidential commercial or confidential technical information relating to the business, finances or affairs of the Company including but not limited to names of clients, client's projects, fee, commission and / or hourly rate information, reports, records, project memoranda, work notes, operating methods and procedures, software and computer technology and data generated in connection therewith, plans for future development and the like and any or all business records.

This restriction continues indefinitely after your employment has ended but does not apply to information you have to disclose in the course of your employment.

Non-Compete, Non-solicitation and Other General terms:

Compete with company and engage in any other business that competes with the services sold or provided by the company;

During your employment with Virtual Employee, you shall devote competent energies, interests, and abilities to the performance of your duties as per the position offered. During the terms of this employment offer, you shall not, without prior written consent, render any service to others for compensation or engage or participate, actively or passively, in any other business activities that would interfere with the performance of your duties hereunder or compete with Virtual Employee's business. You will not undertake any other employment either on full or part time basis without prior permission of the Company in writing. Any contravention of this condition will entail termination of your services from the Company.

This is also to be reviewed from time to time that while discharging the duties you do not enter into any activities which tarnishes the image of the company or harm the credential of the company at any level what so ever. During the period of service with the company, you shall not indulge and/ or take part in any activity of formation of council and / or association or become a member being part of management staff which is found to be detrimental in the interest of the company in any way. Such an action shall be deemed as infringement to service conditions of the company and amount to causing damage to its interest and shall call for disciplinary action being taken against you, as it may deem fit and appropriate.

In the event you are absent from duty without information or permission of leave or you overstay

your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the Company.

Solicit Business from Clients of Company directly or indirectly, entice, prejudice, divert or accept any business of any nature from any person, firm or company which at any time during the term of this appointment, the employment terms, is or was a client or potential client of the Company;

Solicit Employment from Clients of Company or recruit, solicit, entice, or otherwise seek to induce any employee of the Company to terminate their employment or violate any agreement/terms of employment with the Company;

You will not give out to any one, by word of mouth or otherwise, particulars of our business or administrative or organizational matters of a confidential nature which may be your privilege to know by virtue of your being our employee.

You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company.

The Employee acknowledges that the covenants and restrictions contained in this section are fair, reasonable, adopted as a result of a separate and objective negotiation between the parties and find their applicability beyond the geographical limits of the place(s) of creation and implementation of work / output attributable to the efforts of the employee in respect of the assignment(s) specifically handled on behalf of the company.

New Intellectual Property Rights:

- You and we understand that during your employment with us, you may discover or create Intellectual Property. You therefore agree that Intellectual Property created by you during tenure of your employment belongs to Company and you hereby assign, without limitation, all those rights and interests to the Company.
- You also agree and confirm that if you are involved in any way with the creation or improvement or discovery of Intellectual Property you will:
 - do your utmost to ensure that the Company acquires or retains those rights;
 - tell us reasonably soon after any such creation or discovery;
 - provide to us whatever full specification description text or drawings as are together necessary to enable the Intellectual Property to be registered or protected by the Company;
 - do whatever we consider to be necessary or desirable to enable the Intellectual Property to be transferred in the name of the Company or otherwise to secure ownership by the Company;
- The provisions of this paragraph shall continue indefinitely after the termination of this contract in respect of Intellectual Property made whilst you were an employee of the Company and shall be binding upon you and your legal heirs and representatives.

Reasonableness: You acknowledge that the covenants and restrictions contained in this appointment letter are fair and reasonable and are subject to separate negotiation.

Governing law: The appointment letter/order shall be interpreted in accordance with the laws of Republic of India and shall be subject to the jurisdiction of the Indian Courts.

Full and Final Settlement:

The full and final settlement of the employee's salary account is been done in the next month of the employee's resignation or termination of services on or after 10th of the respective month. The company will provide full and final settlement only in the condition that the employee has served VE with the notice period mentioned in appointment letter and worked fruitfully during the notice been served and has facilitated in the smooth transition. Employees last salary and other benefits will be provided once the employee has been issued clearance letter from HR, IT, accounts and administration department.

Non-Smoking Policy:

The company has decided that smoking is prohibited in the work place as per law of land.

This appointment is subject to the condition that you indemnify and also certify that all the information (like educational qualifications, work experience, salary drawn and all other information) supplied by you to Virtual Employee to get an employment with Virtual Employee is accurate and nothing has been given untrue. If it is later found that you had supplied inaccurate/ untrue information, then Virtual Employee reserves the right to terminate you without any notice. Further, in such an event, you shall be responsible to pay Virtual Employee for all financial

expense and damage incurred by Virtual Employee in your training and or dislocation of customer project, and direct, indirect and consequential costs. You shall also not claim any compensation from Virtual Employee in the above circumstance. This document will succeed all the earlier documents issued to you, if any, and the previous terms of employment agreed shall be treated null and void. If in case there is any policy updates then, a copy of that shall be available with HR department and can be demanded in written for the same by the employee.

This appointment stands cancelled in case of any deviations in information or if you fail to report to HR department of Virtual Employee on or before pre-decided joining date.

We are quite excited about your decision to join the Company and wish you a long and successful career with our company. We look forward to working with you in building Virtual Employee and its associate company to be premier outsourcing company in India.

Should you require further information or have any questions, please do not hesitate to contact our HR dept.
You are requested to return the enclosed copy duly signed as a token of your acceptance of the terms and conditions of your employment.

Sincerely,

For **Virtual Employee** (India)

Accepted & Signed to confirm you agree to the terms of appointment:



Date: 07/09/2020

Sheeza Ather

Human Resource Department



(Signature of Employee)

Ref: Virtual Employee Pvt. Ltd. Letter No. Dated 07th September, 2020

Annexure-1

Candidate Name	Atif Ahmad	
Heads of Payment	Monthly Salary	Annual Salary (CTC Breakup)
Basic Salary	38636.6825	463640.19
House Rent Allowance	19318.34	231820.10
Special Allowance	19318.34	231820.10
Mediclaim Policy		2719.62
TOTAL COST TO COMPANY	77273.37	930000.00
DEDUCTIONS		
TDS(As applicable)*	As per Rules	As per Rules
Gratuity Deduction	1858	22301
Take Home Salary subject to TDS deduction	75414.94	904979.29

* TDS will be calculated on the amount paid subject to applicable deductions like House Rent/ Loan Paid, Investment u/s 80C, 80/D, etc.

* Gross salary is subject to TDS.

For Virtual Employee Pvt. Ltd.

Accepted & signed to confirm you agree to the terms of appointment:

Date: 07/09/2020

Sheeza Ather

Human Resource Department

(Signature of Employee)