

SIMPLIFY WORKFORCE PRIVATE LIMITED

Appointment Letter

Dated: 18th October 2021

To,

Varun Khurana
78/24, Block 8,
Govind Nagar Kanpur,
Uttar Pradesh – 208006

Dear Varun Khurana,

Further to our letter of intent, we are pleased to inform you that you are hereby appointed as “**Lead QA Engineer**” in our Organization. Your place of posting would be **Noida**.

This appointment is effective from **18-October-2021** i.e. the date of joining our Organization.

1. Your **Compensation details** would be **as per Annexure 1**
2. You will serve a probationary period of 3 months from the date of joining which may be extendable based on your performance.
3. During the period of probation, this appointment is terminable by giving a notice of **2 Weeks** by either side. After the completion of Probation the notice period is **2 Months**. You shall not be allowed to adjust the leave credit balances during the notice period once you have tendered your resignation. After successful completion of your probation, based on your performance, you will be confirmed in writing as a permanent employee of the Company.
4. You will be entitled to statutory and service benefits (like maternity, gratuity etc.) and be governed by discipline and other rules existing or may come into existence from time to time as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time to the location / place wherever you are working.
5. The company depending upon need shall take suitable cover of GPA to take care of liability under Employees Compensation Act provided you are not covered under ESI Scheme. ***“If you are not covered under the provisions of the Employees State Insurance, you are entitled for the compensation as per the provisions of the Employees Compensation Act in case of any personal injury is caused to you by accident arising out of and in the course of your employment”.***
6. Notwithstanding clause number 4, the Organization has the right to terminate the employment on At-will basis at any time when following circumstances occur and the employee would not be eligible for any additional notice pay:

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- (1) Employee not coming on time
 - (2) Disciplinary issues
 - (3) Misbehavior with management, supervisors or peers.
 - (4) Non performance
 - (5) Absenteeism etc.
7. Your future 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.
 8. 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.
 9. During the tenure of your services, you will wholly devote yourself to the work assigned to you and 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.
 10.
 - (i) Your services are liable to be transferred or loaned or assigned with / without transfer, wholly or partially, from one department to another or to office/ branch and vice-versa or office/ branch to another office/ branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in India or abroad or any other concern where this Company has any interest. In such case, you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department / office, establishment, jointly or separately, without any compensation or extra remuneration or provision of accommodation. You, thereupon, may be governed by service conditions and other terms of the said concern as may be applicable.
 - ii) The aforesaid Clause (i) will not give you any right to claim employment in any associate or / sister concern or ask for a common seniority with the employee of sister / associate concern.
 11. 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.
 12. Notwithstanding Clause Number 4 your services are liable to be terminated at any time :
 - i) During probation or after confirmation, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on examination;

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- ii) 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.
 - iii) If you are found to be not possessing desired qualification which do not conform to custom authority and / govt. regulation as may be required from time to time and necessary for continuation of business or its exigencies or on account of role redundancy.
13. 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.
14. 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 2 years period.
15. You shall carry out the job of **“Lead QA Engineer”** and such other jobs connected with or incidental to which is necessary for business of the Company. You shall do any other work assigned to you, which you are capable of doing or work at any other post which has been temporarily assigned to you.
16. 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. You will not seek membership of any local or public bodies without first obtaining specific permission of the management. In the event of your becoming member without following due process as mentioned, it shall amount to contravention of provision of employment condition and the management reserves the right to take appropriate action including dispensing with your services , as it may deem fit.
- 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.
17. 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

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have come to you, and also any property of the Company in your possession.

18. **Non-Disclosure** - You agree that during your employment with the Company and for a period of 2 years following the termination of such employment for any reason, you shall not directly or indirectly divulge or make use of any Confidential Information outside of your employment with the Company (so long as the information remains Confidential) without the prior written consent of the Company. You shall not directly or indirectly misappropriate, divulge, or make use of Trade Secrets for an indefinite period of time, so long as the information remains a Trade Secret as defined by any other applicable law. You further agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify the Company within 24 hours. You acknowledge that applicable law may impose longer duties of non-disclosure, especially for Trade Secrets, and that such longer periods are not shortened by this Agreement.

“Confidential Information” means information about the Company and its Customers, Customer Prospects, and/or Vendors that is not generally known outside of the Company, which you will learn of in connection with your employment with the Company. Confidential Information may include, without limitation:

- i. the terms of this Agreement, except as necessary to inform a subsequent employer of the restrictive covenants contained herein and/or your attorney, spouse, or professional tax advisor only on the condition that any subsequent disclosure by any such person shall be considered a disclosure by you and a violation of this Agreement
- ii. the Company’s business policies, finances, and business plans;
- iii. the Company’s financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers and/or Customer Prospects;
- iv. sales information relating to the Company’s product roll-outs;
- v. customized software, marketing tools, and/or supplies that you will be provided access to by the Company and/or will create;
- vi. the identity of the Company’s Customers, Customer Prospects, and/or Vendors (including names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors);
- vii. any list(s) of the Company’s Customers, Customer Prospects, and/or Vendors;
- viii. the account terms and pricing upon which the Company obtains products and services from its Vendors;
- ix. the account terms and pricing of sales contracts between the Company and its Customers;
- x. the proposed account terms and pricing of sales contracts between the Company and its Customer Prospects;
- xi. (the names and addresses of the Company’s employees and other business contacts of the Company; and
- xii. the techniques, methods, and strategies by which the Company develops, manufactures, markets, distributes, and/or sells any of the products.

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19. **Non-Competition** - You covenant and agree that, during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly not provide Competitive Products or Services to any of the Company' clients with which you had material or substantial contact during the last twelve (12) months of your service.
20. **Non-Solicitation of Customers, Customer Prospects, and Vendors** - You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom you had Material Contact during the last two (2) years of your employment with the Company.
21. **Non-Solicitation of Employees** - You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.
22. Any balance of advance or loan taken by you from the Company, shall be fully recovered from your salary and any other legal dues including Gratuity, at the time of you leaving the services of the Company.
23. While working as an employee if you enter into any business transaction with any party on behalf of the company within your permissible limits, it shall be your responsibility to ensure recovery of outstanding. If any outstanding remains at the time of leaving the services of the company, it shall be your responsibility to recover for remittance to the company before you proceed to settle your legal dues in full and final settlement of your account.
24. The company is obliged to deduct Income Tax at source as per provision of Income Tax Act / Rules. Accordingly, you are required to submit all required proof of permitted savings/ investments and other details from time to time to enable the company to comply with the provisions of law. In the event of noncompliance by you as aforesaid if the company is required to pay any interest or payment under Income Tax Act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the company to comply with these requirements without objection.
25. All disputes arising out of this letter will be subject to the jurisdiction of the Hyderabad Court. And that the courts, tribunals and/or authorities at Hyderabad only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this contract of employment, irrespective of your working HQ being elsewhere at that times.

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You are requested to return the enclosed copy duly signed as a token of your acceptance of the terms and conditions of your employment.

Hope that this will be the beginning of a long and successful career with us.

Sincerely yours,

(Accepted)

Simplify Workforce Pvt. Ltd.



Karan Jakhar
Sr. Manager - HR

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Annexure 1

Compensation Details

Annual Compensation: Gross CTC RS. 21,00,000 per annum

S. No	Particulars	Amount (INR)
Name- Varun Khurana		
DOJ-18-October-2021		
1	Basic	87,500
2	HRA	43,750
3	Books, Periodic & Telephone Allowance	5,000
4	Driver Salary Allowance	7,000
5	Special Allowance	29,950
6	PF Contribution by Employer	1,800
	Monthly CTC	1,75,000
	Annual CTC	21,00,000

Payment of perquisites, allowances and reimbursements shall be subject to provisions of Income Tax, as applicable.

Please Note: You will also be eligible for INR 2,00,000 Annual Bonus.

Sincerely yours,

(Accepted)

Simplify Workforce Pvt. Ltd.



Karan Jakhar
Sr. Manager - HR

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