

## APPOINTMENT LETTER

Sub: Appointment Letter ("Agreement")

Dear **"Vishal Kumar"**

Congratulations! With reference to your application and the subsequent interview you had with us, we are pleased to offer you a role in the **"Engineering Department"** as **"Software Engineering Intern"** at InterviewBit Technologies Private Limited (the **"Company"**)

The proposed start date of your appointment at InterviewBit Technologies Private Limited is **"May 18, 2020"** on the following terms and conditions

**1. Employment**

- 1.1. Your employment will be effective upon your signing of this letter which shall be provided to you for signature on your first day of employment (**on or before "May 18, 2020"**). All your service benefits will be effective on the Joining Date.
- 1.2. This letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approval, if any. Your employment is based upon the information and declarations provided by you.
- 1.3. Upon signing this agreement, you represent and warrant that you have and shall comply with all applicable laws of India and are free to enter into this Agreement and that you will comply with all terms and conditions contained in this agreement and that the conditions contained herein are not in conflict with the provisions of any other contract and/or agreement to which you are a party or by which you are bound.
- 1.4. You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.
- 1.5. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.
- 1.6. Your job responsibilities will be assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to your manager in connection with such responsibilities. You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.
- 1.7. The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you will be notified of the changes by way of a general notice to all the employees and any such change will take effect from the date of notice.

- 1.8. Your normal working hours shall be from 9AM to 6.30PM, inclusive of one hour of lunch break. However, the Company reserves the right to make any changes in the work-days, hours of work and the beginning and ending times of your shifts and you will be notified by way of a general notice to all the employees and any such change will take effect from the date of notice. The Company may require that you work different or additional hours and the days of the week may also fluctuate to accommodate the needs of the business.
- 1.9. The Company's annual leave runs from 1<sup>st</sup> January to 31<sup>st</sup> December segregated into Earned leave, Sick Leave, Casual Leave and holidays. Leaves will be governed in accordance with the Leave Policy of the Company, as modified and amended from time to time.
- 1.10. Your compensation details are attached in Annexure 1

## **2. Location**

- 2.1. You shall normally work at our Bangalore office. However, at any time the Company regards it is necessary for the purpose of its business, the Company may require you to travel/work/transfer from your normal place of work and/or from your current department/unit to another place of work and/or department/unit either existing or to be set in future, anywhere, purely at the discretion of the Company. On such transfer you will be governed by the rules and regulations and other working/service conditions as applicable to the place of posting.

## **3. Joining Documents**

- 3.1. At the time of joining you are required to submit the following documents
  - 3.1.1. Copy of PAN Card
  - 3.1.2. Copy of Aadhar Card
  - 3.1.3. Copy of Address Proof (Passport/Voter ID Card/Driving License)
  - 3.1.4. Copies of all educational certificates (10<sup>th</sup>, 12<sup>th</sup>, UG and PG)
  - 3.1.5. Copies of relieving and experience letter
  - 3.1.6. Signed copy of Non-Disclosure agreement
  - 3.1.7. Signed copy of Non-Compete and Non-Solicitation Agreement
  - 3.1.8. Signed copy of Work Product Assignment

#### 4. Termination

- 4.1. Your employment is subject to termination by the Company giving 1 (one) week notice. The Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not even bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company.
- 4.2. Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.
- 4.3. You may also terminate your employment with the Company giving 1 (one) week prior written notice to the Company. Further the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the company, made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, including but not limited to correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings and shall not use, reproduce or retain any copies of these items and obtain clearance from the relevant person and departments. The Company may decline to relieve you of your duties unless complete knowledge transfer is done as per the satisfaction of the Company. If you choose to terminate before 3 months of joining the Company, you will be liable to pay the amount spent on your Travel and Accommodation.
- 4.4. Your age of retirement will be 60 (sixty) years. The Company, however, reserves the right to retire your services upon attaining the age of superannuation or earlier if you are not found physically or mentally fit.

---

## 5. Confidentiality

- 5.1. You will not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorised officer of the Company.
- 5.2. Any invention, development, process, adaptation or improvement in procedure or other matters or work including but not limited to any artistic, literary or other work which can be subject matter of copyrights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in anyway affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.
- 5.3. You acknowledge and agree that, as a result of the nature of the Company's business and the nature of your services to the Company, you have been and will come into contact with and will have access to and learn various technical and non-technical information, plans, programs, customers and mailing list, trade secrets, and other confidential information which are the property of the Company. Such trade secrets, plans, programs, list and other confidential proprietary information include but are not limited to finance and sales plan, sales figure, clients, potential clients, methods, procedure, programs and other means used by the Company in the conduct of its business. You will not during your employment with the Company or anytime thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret process, trade secrets, data and material and knowledge mentioned above, which may come to your knowledge during the course of your employment. You will maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual property, software process, technical knowhow, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or not patented, operational, technical or financial either pertaining to the Company or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed wither tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else without the prior written approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.
- 5.4. You hereby confirm that you have disclosed, fully to the Company, all your business, interest whether or not they are similar to or in conflict with the business or the activities of the Company and all circumstances in respect of which there is or there might be, a conflict or interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company any such interest or circumstances that may arise during your employment in the Company immediately upon such interest or circumstances arising.
- 5.5. You will be required to execute a Non-Compete and Non-Solicitation agreement, Non-Disclosure agreement and Work Product Assignment with the Company before commencing employment. Copies of these agreements are included with this letter.

**6. Transfer of Personal Data**

- 6.1. You hereby expressly consent to the processing, including collection, use and local and international transmission of databases within the Company's group or third party contractors managing such data on Company's behalf of your personal data provided to the Company for employment and/or business purposes. You explicitly consent that your personal data can be transferred to outside of the country. You may request and obtain access to your own personal data (where collected), and correct or delete such data (where appropriate). You hereby waive any claims arising out of transfer of your personal data and covenants that you shall not institute any action of any nature, in any administrative or judicial forum, against the Company, its officer or employees or any other party.

**7. Severability and Non-Waiver**

- 7.1. In the event, that any of the clauses of this Agreement shall be deemed or determined to be in breach of any law, rule or regulation or otherwise unenforceable, such determination shall not affect any of the other clauses of this agreement and such other clauses shall remain in full force and effect
- 7.2. Any waiver by the Company of the breach of any provision of this agreement by the Employee, or any failure of the Company to take any action against any other employees for similar breach(s) on their part, shall not operate or be construed as the waiver of any subsequent breach by the employee.

**8. Code of Conduct**

- 8.1. You will adhere to the Company's policies and Code of Conduct which may be changed or revised from time to time. The HR Department will make available to you copies of these documents and you should review prior to acceptance of our offer. The Company reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the Company's policies or Code of Conduct.
- 8.2. Further you agree to abide by all Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

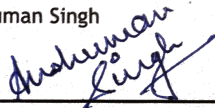
**9. General**

- 9.1. All matters which are not provided for in this agreement are governed by the Company's Policies and relevant labor related laws
- 9.2. In case you cause any monetary damage to the Company due to your wilful misconduct or negligence, you shall be charged for it.
- 9.3. All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.
- 9.4. Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

- 9.5. If you are absent from your duties without prior written permission or notification for 10 (ten) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.
- 9.6. This letter shall be subject to the laws of India. Any disputes differences or claims under or in relation to your employment or this letter and any subsequent matter shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by the Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have jurisdiction to try any disputes in relation to this letter and any consequent matters.

Yours sincerely,

Anshuman Singh

  
Signature

**Co-Founder, InterviewBit Technologies Private Limited**

**Date: March 25, 2020**

---

### **Confirmation and Acceptance**

I, "**Vishal Kumar**", hereby accept to be a part of InterviewBit Technologies Private Limited and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

---

Name: "**Vishal Kumar**"

Date:

**ANNEXURE 1: COMPENSATION DETAILS**

	Monthly (in INR)
Base Stipend (A)	35,000

**Important:** Please note that any benefits if mentioned herein may be modified, rescinded or withdrawn by InterviewBit, at its sole discretion, with or without notice at any given point of time

**ANNEXURE 2: SUMMARY OF BENEFITS**

Particulars	Explanation
Travel Reimbursement	Your travel tickets while joining the Company will be reimbursed with a maximum limit of Rs. 5000.
Accommodation	InterviewBit will provide the accommodation for the first week upon joining the Company.
Meals	InterviewBit provides sumptuous meal options to its employees. An estimated cost of Rs 6,000 is spent per employee per month on meals
Flexible Working Hours	InterviewBit provides a flexible work environment to its employees.

**Confirmation and Acceptance**

I, “**Vishal Kumar**”, hereby accept to be a part of InterviewBit Technologies Private Limited and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.

\_\_\_\_\_  
Name: “**Vishal Kumar**”

Date: