"Prakash Presidium", "B" Wing, Fifth Floor, 110, Mahatma Gandhi Road, Chennai-600 034 Phone: 2822 8855, 3022 8855, Fax: 28225225

10th July '2023

Dear Wasim,

Welcome to doodleblue Innovations Private Limited (Company)

We are glad to offer you the appointment letter with the below terms and conditions;

You are hereby appointed as a **Software Engineer - Trainee** in our organization.

1. Reporting

You will be reporting to the CEO or to any other person assigned as per the hierarchical route.

2. Accountability

You will be principally accountable for all specific work responsibilities listed under your designation, to ensure proper, truthful and righteous achievement and development of our company objective.

3. Stipend & Allowances

This is a non-paid internship. Once you start working on live projects based on your performance, the stipend will be provided. All reasonable expenses arising out of and during the course of employment shall be reimbursed provided that the same has been authorized prior to being incurred and with the provision of appropriate receipts.

4. Working hours / Leave Eligibility

Subject to Applicable Laws, we work Monday to Friday from 9:45 hrs to 19:00 hours



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5. Job Execution

- a. By accepting this appointment letter you are expected to have complete knowledge / acquire knowledge about your Key result areas, their process and obtain supports to ensure all job responsibilities are carried out and completed on time as in each deserving case.
- b. The employment requires you to adhere to the company's principles of systematic work practices and as such, you shall be expected to execute your responsibilities regularly, review them frequently, update your knowledge often and report to your superiors on the status.
- c. The activities of your job will be monitored through the company's internal audit system and any lapses will attract action as per company policy.
- d. Once converted to full time employee you will be required to stay with the company for a minimum of one year.

6. Termination of employment

- a. In case you choose to leave the services of the company, you will have to give the company a prior written notice of 1 month. On all such incidence, you will be required to return the company all papers, documents, confidential information and all other property which belongs to the company and which may be in your possession at that time. Your stipend during your notice period will be based on your performance and your last month stipend will be released after due diligence.
- b. This letter of appointment has been issued to you on the understanding that there is nothing in your past record which should have prevented the company from offering you the appointment. If, however, it is found that your past record is objectionable of if any declaration given by you to the company is modified or if you have willfully suppressed



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any material or information, in such cases you shall be liable to be removed from the services of this company, without any notice or compensation in lieu thereof.

c. Acknowledgement of this appointment letter will automatically confirm your acceptance to above terms.

7. Job responsibility transfer / handover

- a. While under the employment of the Company and as per this appointment terms, you may be subject to transfer / deputation to other areas / departments / projects etc within the organization or within the associate and affiliate companies.
- b. In case of separation from the company, you shall ensure that each and every job / task handled by you shall be handed over and explained along with updated status and reasons, follow up and completion advise to the concerned person coming into your position.
- c. Improper / incomplete or refusal to handover will result in the company not clearing your employment and you shall not take up any other employment whatsoever or carry out business in any aspect until the issue is resolved.

8. Non conflict of personal & company's business interest

- a. You shall not, without the prior written consent of the company, either directly or indirectly during the continuance of this terms and conditions, be engaged in any capacity in any trade, business or occupation whatsoever other than being in the employment of this company.
- b. If at any time during your employment (either alone or with others) you make, conceive, discover, reduce to practice or become possessed of any invention, modification,



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discovery, design, development, improvement, process, formula, data, technique, know how, secret or intellectual property right whatsoever or any interest therein (whether or

not patentable or registrable) (herein called "Inventions") that relates to the business of the Company in any manner connected to it or any of the products or services being developed, manufactured or sold by the company or which may conveniently be used in relation therewith, or results from tasks assigned to you by the Company or results from the use of premises owned, leased or contracted for by the company, such Inventions and the benefits thereof shall immediately become the sole and absolute property of the company, and You agree to promptly disclose to the Company (or any persons designated by it) each such Invention and shall assign such rights you may have or acquire in the Inventions including the benefits and/or rights resulting therefrom to the company without compensation and shall communicate, without cost or delay, and without publishing the same all available information relating thereto (with all necessary plans and models) to the company.

c. During the course of your employment and thereafter, you will be required to keep all correspondences and exchanges with the company as well as all other information, trade secrets or materials received by you concerning our business as confidential and not divulge to any person or firm or company such information. You shall not (except in the proper course of his duties) during the term of your employment and ___ years from the date of termination of his employment, use or disclose or attempt to use or disclose to any Person, and shall use your best endeavors to prevent the publication or disclosure of all correspondences and exchanges with the company as well as all other information, trade secrets or materials received by you concerning our business. You In case it is discovered that you are a part to such an activity, you shall be deemed to subject yourself to any disciplinary action as found deemed proper by the management. For the purposes of this clause "other information" shall include, but shall not be limited to, information, knowledge or data of an intellectual, technical, financial, cost, pricing,



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commercial or marketing nature which is not in the public domain and in which the company has a business, proprietary or ownership interest or has a legal duty to protect, whether or not received from a third party in whatever form, including, but not limited to, technical data, drawings, designs, manuals, reports, algorithms, lists, computer programmes, blue prints, computer databases, quotations and price lists, customers (including any other non-public personal information about such customers and any list, description or other grouping of customers that is derived using other non-public personal information), internal procedures, financial information, including, but not limited to, financial year forecasts and next financial year targets, valuation of business, employees' information,.

- d. Please note that you are restricted to use any of doodleblue internal and client information like project names, client names on social media platforms like Facebook, Linkedin etc and even your resume. You can mention in discrete manner without giving names. Please approach the management for further clarification
- **e. Non- Competition** It is further acknowledged and agreed that following termination of your employment with for any reason you shall not, directly or indirectly, and whether alone or in conjunction with, or through an affiliate or by way of assistance to any other person, during the Term of this Agreement and for a period five years after your cessation of employment from the company (in any capacity):
- a. canvass, solicit or approach or cause to be canvassed, solicited or approached by any person/business entity who at any time is or was interested in or has or had control of or intends to have control of any business which is competing or similar to business of the Company;
- b. carry on, own, manage, operate, assist, have an interest or control in any business /business entity which is competing or similar to the business of the Company;



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- c. act as an advisor, consultant, trustee or agent for any entity who is engaged or financially interested in or proposes to provide same or similar to the business of the Company;
- d. solicit or entice or endeavor to solicit or entice away from the Company or knowingly employ or aid or assist any other person or persons in employing or otherwise retaining the services of any employees of or consultants to the Company.
- e. directly or indirectly use in connection with any competing or similar trade or business to that of the Company, a name resembling the Company's or capable of confusion therewith.
- f. interfere or seek to interfere or take such steps as may interfere with the business of the Company.
- g. Hire any current employees of the Company for a period of 5 years.
- f. Notwithstanding what has been stated above, you further acknowledge and agree that following termination of your employment for any reason you shall not solicit business from current clients or clients who have retained the Company in the 5 years period immediately preceding the employee's termination.
- g. You acknowledge that the restrictions set forth in this offer letter are reasonable and necessary for the protection of the Company, its customers, its affiliates and associated companies. Any violation of the covenants and obligations set forth in this offer letter by you will cause irreparable injury to the company and that the company shall be entitled to an interim injunction, restraining order or such other equitable relief from the appropriate authority. The injunctive relief will be additional to any other rights and remedies that the company is entitled to under applicable laws.



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Any claim, controversy or dispute (collectively referred to as "Disputes") arising out of or under this offer letter, not settled by mutual agreement between us within 30 days, shall be referred to a sole arbitrator appointed by the Company. The arbitration proceedings shall be conducted in Chennai, India

and shall be governed by and construed in accordance with the laws of India. The courts at Chennai shall have exclusive jurisdiction.

If you are agreeable to the above terms and conditions, kindly confirm your acceptance of this offer by signing the copy of this letter or joining our offices immediately.

Wishing you the very best,

For doodleblue Innovations Private Limited,

Atishe Chordia

CEO, doodleblue Innovations Private Limited.

110 MG Road.

5th Floor, Prakash Presidium

Chennai - 600034, India

