

Letter of Appointment

Date: **11th July 2023**

Dear Shubham Jain,
Welcome to Appinventiv!

We are excited to offer you a full time position as a **Software Trainee** in our **React Native Department**. Your starting date will be **11th July 2023** subject to satisfactory verification of your credentials and background verification conducted by Appinventiv at its sole discretion.

Your total gross salary will be **INR 12,000 (Rupees Twelve Thousand Only)** for initial 6 months and will be revised to 3.6 LPA- 4.2 LPA depending on the performance after 6 months. The salary is detailed as per Annexure A and this will be subject to deduction of tax at source in accordance with the prevailing laws.

You are required to sign a service agreement with the organization for a minimum period of 2 years from the date of appointment. If in case you want to leave employment within the period mentioned, you should give prior information, serve the notice period as per policy and shall deposit training cost invested on you, damages and project loss cost before leaving the organization.

Principle terms of your employment with Appinventiv are as follows:

Conduct:

- i. You shall perform all duties and responsibilities assigned to you by Appinventiv from time to time. You will also comply with all reasonable instructions as may be given by Appinventiv from time to time.
- ii. You shall not engage in activities that would be unsuitable with your capacity, as a representative of Appinventiv and you shall not act in any manner that would conflict with the interests of Appinventiv.
- iii. You shall ensure that your conduct is in line with Company policies that may be implemented from time to time. You shall, at all times during your employment adhere to the Code of Conduct of Appinventiv, which may be modified with time. Further, while employed with Appinventiv, you shall not undertake any illegal or unlawful activities.

Exclusivity: During your employment you will not undertake any other employment/ venture of any nature, whatsoever.

Working hours :The general working hours at the company is 10:00 AM to 7:00 PM from Monday to Friday. However, you are required to abide by the requirements of your business unit.

Appinventiv Technologies Pvt. Ltd.

Head Office: B-25, Sector-58, Noida-201301, Uttar Pradesh, India

Branch Office: Plot No. - ITC-10, Sector 67, Sas Nagar, Mohali, Punjab - 160062

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Leaves: In a calendar year, you are entitled to take leaves as per leave policy. Any leave taken without prior approval of reporting manager shall be deemed to be unauthorized absence from work. A list of bank holidays will be made available to you after joining.

Probation: The nature of your employment is Permanent, however you will be on probation for 6 months. Appinventiv reserves the right to extend your Probation Period at its discretion. Unless your manager or HR informs you otherwise, your position will become permanent at the end of your probation period. During these six months the Company may terminate your employment for unsatisfactory performance by raising PIW for X number of days.

Note: If employee resigns He/ She either needs to serve notice period as per company policy or can be relieved based on the mutual discussion with the employer.

Performance Reviews: Appinventiv shall conduct a performance review of your work as per Appinventiv's performance appraisal cycle or within such intervals as may be determined by Appinventiv from time to time. In case of Trainees the appraisal cycle will be scheduled after completion of probation period (which can be extended if performance doesn't meet the company expectations).

Termination: Your services with the Company may be terminated by either you or by the Company by serving Two Months prior notice, however, the Company may reject or withhold the acceptance of notice so given by you for the period deemed appropriate by the Company to find a suitable replacement for the work assigned to you.

If the employee asks for a waiver of the notice period, the company may accede to such a request in full or part or decline such request and you shall be liable to pay to the Company the amount equivalent to the unserved notice period.

The Company reserves the right to terminate your employment without any notice or payment, in lieu of the company policy for misconduct or negligence towards your duties and responsibility or in the event of any breach of the terms of appointment.

In the event of continues absence for more than 3 working days without information to the management you shall be deemed to have abandoned your employment to company. In such case company reserves the right to terminate your employment without notice.

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Confidentiality: You undertake to perform your service at Appinventiv with trust and confidence. During your employment you will be privileged with confidential information about Appinventiv. You agree that you shall not, except as maybe required to perform your duties or by applicable law, disclose to others or use, directly or indirectly any Confidential Information and you will use discretion and good faith in what you do disclose that may not be specifically defined as Confidential Information hereunder. "Confidential Information" shall mean any confidential and/ or proprietary information/ your compensation details disclosed to and/ or obtained by you on behalf of Appinventiv whether or not in relation to the scope of your employment, either directly or indirectly, in writing or orally or as contained in tangible or fungible form.

Non Solicit: During your employment with Appinventiv and for a period of 12 (twelve) months thereafter you shall not (as the case maybe), directly or indirectly (i) entice any employee to leave their employment with Appinventiv; (ii) solicit them for employment opportunities with third parties; (iii) solicit or entice in any manner, directly or indirectly any customers, agents, vendors, users, clients of Appinventiv.

Proprietary Right: Company shall own, and you hereby transfer and assign to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by you hereunder and all other results and proceeds of you services hereunder, whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products, or compositions. You agree to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence its ownership of the results and proceeds of your services.

Return of Company Assets: Upon termination of your employment (however it arises) with Appinventiv, you are obligated to forthwith return all assets of Appinventiv within your possession (without any loss or damage), failing which Appinventiv reserves the right to take appropriate legal action against you and recover the cost for such damage or loss from any pending compensation due to you from Appinventiv.

Separation: We hope your association with us will be a very long one. However, your employment with the Company can be terminated by Sixty (60) days' notice in writing from either side.

However, in the event of any discrepancy or untrue information found in your application form or resume, willful neglect of your duties, breach of trust, gross indiscipline or any other serious dereliction of duties that may be prejudicial to the interests of the Company, the Company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever.

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This Agreement is made and entered on **11th July 2023** by and between

Appinventiv Technologies, an Indian company with its principle place of business at **Noida**; and
Employee "Shubham Jain".

For good consideration, and in consideration of being employed by the Company, the undersigned Employee hereby agrees and acknowledges as follows:

That during the course of my employment there may be disclosure of certain trade secrets of the Company to me; said trade secrets consisting but not necessarily limited to: Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

I Agree That I shall not during, in future or at any time after the termination of my employment with the Company (whether voluntary or involuntary and with or without cause), use for myself or others, or disclose or divulge or employ myself, solicit, divert or initiate any contacts with any customer, clients, independent contractor or future employees, any trade secrets, confidential information, any other proprietary data of the Company (directly or indirectly)

That upon the termination of my employment from the Company:

I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, code, project deliverables and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

In case of "Breach of Contract" The Company reserves right to notify & initiate legal action, to recover any damages or losses caused to the company due to Breach by an individual.

That this agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns. That I shall indemnify the Company against any and all losses, damages, claims, or expenses incurred or suffered by the Company, whether directly or indirectly, including reasonable attorney's fees and costs, resulting from my breach of this Agreement.

This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time, as it's governed by and Constructed under the Laws of India.

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Annexure A

Particulars	INR (Per Month)	INR (6 Months)
Basic Salary	N/A	N/A
House Rent Allowance	N/A	N/A
Special Allowance	N/A	N/A
Meal Allowance	N/A	N/A
Medical Reimbursement	N/A	N/A
Conveyance Allowance	N/A	N/A
Provident Fund:	N/A	N/A
(Employer's contribution)	N/A	N/A
Total Gross	12,000.00	72,000.00

Declaration:

I have read and understood the terms and conditions stated in the appointment letter and hereby confirm my acceptance of the offer of appointment.

Shubham Jain

Signature:

Date:

Shubham Jain
11/07/23

H. Kaema

Signing Authority

(HR Department – Appinventiv Technologies)