

18-11-2022

Dear Ashutosh,

Welcome to Provakil!

We are delighted to offer you a full-time position of Software Engineer- Intern at our Pune office. Your date of joining will be **2nd January 2023**. You will report directly to Ashish Madeti.

You will be provided ₹ 20,000 per month as a stipend. The duration of the internship will be 6 months from the date of joining.

Based on your performance you will be converted to a Full-time role post your internship period. Your full-time offered compensation will be **8 LPA**. The breakup and other details will be shared with you post Confirmation.

Principle terms of your employment with PVKL Tech Services Private Limited (referred to as "**Provakil**") are as follows:

- 1. Compensation:** Your annual compensation will be as per *Annexure A* subject to tax deductions at source, as applicable, which shall be paid to you on a monthly basis on the last date of the month, as per the terms of this offer letter. It is clarified that Provakil reserves the right to deduct all permissible taxes as per applicable laws from your compensation. Further, you hereby authorise Provakil to deduct any amounts from your compensation, which are owed by you to Provakil, including any overpayments, loans or advances outstanding at your end, subject to the arrangements made in writing between you and Provakil.
- 2. Out of Pocket Expenses:** You will be compensated for travel for conducting business at client site. However, such compensation will be reimbursable against the bill of receipts, and as such should be an economical option.
- 3. Duties:** You shall perform all duties and responsibilities assigned to you by Provakil from time to time. You will also comply with all reasonable instructions as may be given by Provakil from time to time.

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CIN: U74999DL2017PTC325301

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4. **Commitment:** During your employment with Provakil you will not undertake any other employment or venture of any nature, whatsoever.
5. **Conduct:** You shall not engage in activities that would be unsuitable with your capacity as a representative of Provakil and you shall not act in any manner that would conflict with the interests of Provakil.
6. **Office Hours:** Depending on our priorities and workload, you may be required to work longer hours, including weekends. Regular office hours are between 10 AM to 6 PM from Monday to Friday.
7. **Probation:** The nature of your employment is Permanent, however you will be on probation for 60 (sixty) days ("**Probation Period**"). We recommend that you do not take leaves during the probation period since they would be deemed to be leaves without pay. Provakil reserves the right to extend your Probation Period at its discretion.
8. **Confirmation:** Unless you are informed otherwise, your position will be made permanent automatically at the end of your Probation Period.
9. **Travel:** During your employment, you may be expected to travel or work out of an alternate city where Provakil may or may not have an office.
10. **Leaves:** In a calendar year, you are entitled to 15 (fifteen) days of casual leave and 7 (seven) days of sick leave on a prorated basis from your start date in that calendar year. In case of absence for a period of over 3 (three) days without intimation, the days of absence will be deemed to be unpaid leaves. In the event that the sick leaves are for more than 5 (five) days at a stretch, you will be required to provide a medical certificate from a Government authorized local hospital or doctor, with regard to your health.
11. **Appraisals:** Provakil shall conduct a performance review of your work on an annual basis or within such intervals as may be determined by Provakil from time to time.
12. **Termination:** During the Probation Period, your services can be terminated at the sole discretion of Provakil without stating cause for such termination. In the event of such termination, Provakil will pay you for the days you were employed.

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Post your Probation Period, Provakil may terminate your employment by providing one (1) month's written notice. You may terminate your employment by providing 2 months' written notice.

Notwithstanding anything to the contrary herein set out Provakil reserves the right to forthwith terminate your employment, at its sole discretion and without pay, where you are in material breach of your employment terms and/or Provakil internal policies or on grounds of any willful misconduct or misbehaviour. In such circumstances, Provakil shall not be liable to pay any compensation to you.

13. **Confidentiality:** You undertake to perform your service at Provakil with trust and confidence. During your employment you will be privileged with confidential information about Provakil. You agree that you shall not, except as may be required to perform your duties or by applicable law, disclose to others or use, directly or indirectly any Confidential Information (defined below) 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 of Provakil disclosed to and/or obtained by you on behalf of Provakil 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.
14. **Non-Compete:** During your employment with Provakil and for a period of 12 (twelve) months thereafter, you shall not seek employment with any organization that is directly or indirectly engaged in the same or similar business activities as Provakil. Further, you yourself shall not, directly or indirectly, enter into business activities that are similar to those undertaken by Provakil.
15. **Non Solicit:** During your employment with Provakil and for a period of 12 (twelve) months thereafter you shall not (as the case maybe), directly or indirectly:
 - a. Entice any employee to leave their employment with Provakil;
 - b. Solicit them for employment opportunities with third parties;
 - c. Solicit or entice in any manner, directly or indirectly any customers, agents, vendors, users, or clients of Provakil.

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16. **Dispute Resolution and Governing Law:** Parties shall endeavour to amicably resolve all disputes arising hereunder within a period of 14 days. If disputes are not resolved amicably, the parties may refer the matter to arbitration in accordance with the terms of the Arbitration and Conciliation Act, 1996. Provakil shall appoint a neutral third party sole arbitrator who shall preside and govern the arbitration. In any event, the Courts at New Delhi shall have the exclusive jurisdiction to preside on matters arising hereunder.

17. **Miscellaneous:**

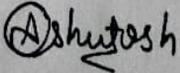
- a. **Health Insurance:** Post your probation period, you may be eligible for a Health Insurance Coverage, as part of Provakil's standard benefits package to its employees. We recommend you check in with the HR Manager post your probation period to explore and see if you are eligible.
- b. **Full Disclosure:** You will disclose to Provakil in writing, any ongoing contractual obligations prior to accepting this employment letter, including but not limited to any professional contracts, employment contracts or governmental engagements or engagements with any third party.
- c. **Return of Company Assets:** Upon termination of your employment (however it arises) with Provakil, you are obligated to forthwith return all assets of Provakil within your possession (without any loss or damage) within a period of 7 days from the date of such termination; failing which Provakil reserves the right to take appropriate legal action against you and/or recover the cost for such damage or loss from any pending compensation due to you from Provakil.
- d. **Provakil's Proprietary Rights:** You agree to promptly and fully inform and disclose to Provakil all inventions, designs, ideas, improvements and discoveries, whether or not completed, that you, working by yourself or with others, made, created, conceived or found during the course of your employment with Provakil, whether or not conceived during regular working hours at Provakil or at Provakil's premises. You agree and acknowledge that Provakil is the sole owner of all inventions, designs, ideas, improvements and discoveries described under this clause and all applications or requests for patents, trademarks, copy rights or other such protection will be made only in Provakil's name. In addition, you agree to assist Provakil in obtaining patents or such other protections on all such inventions, designs, ideas, rights or other trade protection

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that may be available to Provakil. You agree to execute all documents and do all things necessary to obtain inventions, designs, ideas, improvements and discoveries. You will rescind your moral rights over the inventions as well.

- e. **Notices:** Unless otherwise stated, notices to be given to either parties, shall be in writing and shall be given by hand delivery, or by recognized international courier, mail, electronic mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Provakil:

PVKL Tech Services Pvt. Ltd.
House 45, High Court Judges Colony,
Sector 105, Noida, Uttar Pradesh 201304
Email: akshat@provakil.com

If to the Employee:

Address: Mahaveer Enterprises, Opposite Hero
Showroom, Shivraj Nagar, [to be filled]
Hindoli, District Bundi, Rajasthan
Pin code:- 323023

Email: ashutoshgaggas@gmail.com

- f. **Security:** Provakil is an ISO compliant organization with certifications for ISO 9001:2015 & ISO 27001:2013. Following this, you will be required to comply with various data security protection measures to ensure that Provakil continues to be an ISO compliant organization. Provakil reserves the right to implement, conduct and audit various security measures put in place. You will be required to follow all guidelines as part of our Information Security Policy. You will be required to submit a signed copy of the Information Security Policy with the HR on the first day of your employment with Provakil.
- g. **Failure to Accept:** Unless stated otherwise and in written, you will be required to confirm your acceptance of this Offer Letter within 72 hours. In case you fail to do so, Provakil may rescind this Offer Letter without assigning any reasons.

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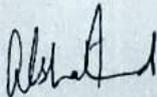
You may communicate your acceptance by affixing your signature to all pages of this Offer Letter and sharing a scanned copy of the same. You will be required to share the hard copy of your accepted Offer Letter on the first day of your employment.

- h. **Binding Nature:** The parties hereto acknowledge and agree that upon acceptance of this Offer Letter by both the parties, this Offer Letter adopts the nature of a binding contract and shall be valid and binding upon the parties and treated as valid in law.
- i. **Survival of Covenants:** All restrictive covenants contained in this employment letter shall survive the termination of your employment at Provakil.

If the foregoing terms and conditions are acceptable to you, please confirm this in writing indicating understanding and acceptance of the terms and conditions in this employment letter, which should be signed by you and returned to us. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

We are delighted to welcome you to our organization and we wish you a great career with us!

FOR PVKL TECH SERVICES PRIVATE LIMITED



Akshat Anand
Director,
PVKL Tech Services Private Limited
akshat@provakil.com
(+91) 98710 23403

I have read the terms of my employment with Provakil and confirm my acceptance of the aforementioned terms.

Name Ashutosh Gagar

Signature Ashutosh

Date 19 Nov. 2022

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