

- remaining period of notice.
- b. After confirmation, it can terminate your services by giving One month written notice to you or payment of salary in lieu thereof. However, it may relieve you at any time during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.
  - c. After confirmation, you may resign from services by giving One month written notice to the company or payment of salary in lieu thereof. If the exigencies of work so require, it may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to the company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.
  - d. The company has the right to terminate your service without notice or payment of salary in lieu thereof if you commit any breach of your duties and responsibilities under this contract of service or are found guilty of any gross negligence or misconduct which contravenes the express or implied conditions of your service.
  - e. When you want to resign from the job it is mandatory to give advance notice before 3 months (You should serve three months' notice period).

**6) Confidentiality Obligation:**

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in subparagraphs below.

- (a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products.
- (b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs.
- (c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans.
- (d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such

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www.vrishkar.com



Date: 28<sup>th</sup> February 2022

**Appointment Letter**

Dear **Deepesh Choudhary**,

With reference to your application and the subsequent interview you had with us, we are pleased to issue this appointment letter to you for the post of **Software Engineer** on the following terms and conditions:

**1) Effective Date of Appointment:**

Your Date of Joining at **Vrishkar Consultancy Services Private Limited** will be **01<sup>st</sup> March 2022** on the following terms & conditions.

**2) Job Assignment /Reporting:**

In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

**3) Remuneration:**

- a) Your monthly salary will be as per the Salary Sheet annexed here with as Annexure -A.
- b) **Increment:** Increments will be based upon your performance, and you will be entitled to the same if your performance is found to be satisfactory during the year of service in terms of efficiency, regularity, punctuality, and discipline. Increments can be accelerated in case of exceptionally good performance.
- c) **Leave Entitlement:** You will be entitled to leaves as per the company policy contained in Rules and Regulations formulated by the company from time to time.

**4) Probation:**

You will be on probation for a period of 6 months from the date of your joining, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation from the company. It reserves the rights to reduce/ dispense with or extend your probation period at its absolute discretion. During your probation period, either party shall be entitled to terminate the service with immediate effect, without giving any notice or assigning any reason to the other party.

**5) Termination:**

- a. Your services can be terminated by the company at any time by giving 30 days written notice to you or payment of salary in lieu thereof. However, it may relieve you at any time during the notice period and without any compensation other than the payment of salary in lieu of the

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**8) Intellectual Property and Copyright:**

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property. You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights. You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company. On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

**9) Medical Fitness:**

This appointment and its continuance are subject to your being and remaining medically (physically & mentally) fit. If so required, the company may get this confirmed by its Medical Officer or the Medical Practitioner approved by the company.

**10) General Conditions:** You will be bound by the following:

- a. You will not engage in any trade or profession or undertake any employment, full or part-time, honorary or remunerator or seek membership of any local public body (ies) while in the service of the company. Without first obtaining written permission from the management of the company.

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information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third-party information. You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy. For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.

For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

**7) Data Protection:**

Vrishkar will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Vrishkar or any part of Vrishkar's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Vrishkar, any other Vrishkar company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Vrishkar company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Vrishkar will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

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**Compensation Package:**

Particulars	Per Month (in Rs.)	Per Annum (in Rs.)
1) Basic Salary	14,145.00	1,69,737.00
2) House Rent Allowance	5,658.00	67,895.00
3) Conveyance Allowance	1500.00	18,000.00
4) Dearness Allowance	0.00	0.00
5) Contribution to PF	1697.00	20,368.00
6) Special Allowance	2,000.00	24,000.00
<b>Total Gross Salary</b>	<b>25,000.00</b>	<b>3,00,000.00</b>

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- b. You will not engage in any unlawful or any subversive activity while in the service of the company.
- c. The company will expect you to work in section/department in which you are placed with a high standard of initiative, efficiency, and economy.
- d. You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, company or firm having business transaction with the company.
- e. You will, in all respects be governed by the rules and regulations applicable to your category of employees from time to time.
- f. Should you remain absent from work, without reasonable explanation, for more than seven (7) consecutive days, it will be presumed that you are no longer interested in working for the company and have abandoned its services, thereby terminating your contract of service. In such case, you will not be entitled to any compensation for the loss of service.

**11) Non-Disclosure Agreement:**

You will not disclose by word of mouth or otherwise, particulars or details of business plans /trade secrets /finance /administration/ know how / and or any confidential information of business coming to your knowledge by virtue of your being in the employment of the company.

**12) Acceptance:**

If you accept the above terms and conditions of the service, please signify your acceptance on the duplicate copy of this appointment letter within 7 days from the date of thereof otherwise this offer of employment will be deemed to have been withdrawn and cancelled.

Yours faithfully,




HR Manager,

Vrishkar Consultancy Services Private Limited

**DECLARATION**

Name : Deepesh Choudhary

Signature : 

Date :

I have read and understood the above terms and conditions of employment and have accepted the same.

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