

Offer Letter

To: Sakshi Paliwal

Sub: Offer Letter

Offer Date: 22nd December 2017

Joining Date: 01st January 2018

Reference: APPCINO/ #00254

This is with reference to your interview, we are pleased to confirm an employment offer for the post of Trainee Software Engineer with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and you will be paid a stipend of Rs. 10,000 per month.
2. Your salary will be revised to Rs. 20,000 per month for next 1 Years, after the completion of a duration of 1.5 years from the date of joining, package will be revised to Rs. 25,000 per month for next 6 months.
3. Your first increment discussion will be after 24 months from the date of joining based on yours and company's performance.
4. You agree to serve the company for at-least two year from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of Rs 2,00,000/-
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated after the completion of two years at any time by giving a 90 days' notice either by you.

9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.
11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.
12. General Provisions:
 - a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
 - Offer of Employment.
 - Term of Employment.
 - Employee Confidentiality, Invention Assignment and Non-Compete Agreement.The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract.
 - b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment.
 - c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect.
 - d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
2. Representative Warranties:
 - By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.

- You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- An act of fraud or dishonesty in the course of your employment with the Company
- Conviction of (or plea of no contest with respect to) a crime constituting a felony
- An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications
- Your material breach of any written policy applicable to your employment with the Company
- Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the terms conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

APPCINO:

Employee (You):

Himanshu Bhatnagar

Manager-HR