

### **Appointment Letter**

December 8th 2020

Dear Sachin Sambhaji Punde,

It is our pleasure to extend the following offer of employment to you on behalf of **Fortunesoft IT Innovations Pvt. Ltd**, further to the interview and discussions you have had with us. Your joining date is December 8<sup>th</sup>

2020. Your initial work location will be #19, KMJ Ascend ,17<sup>th</sup> C Main, 1<sup>st</sup> Cross, 5th Block, Koramangala,

Bangalore – 560 095.

You are appointed to the position of **Software Engineer**. Your CTC will be **Rs 1,80,000**/- per annum. There will be appraisals based on your performance and Company's growth. Taxes will be applicable as per statutory laws. Compensation details are confidential and not to be disclosed to any person other than your immediate Manager /HR Manager.

All new employees will serve a probationary period of six months to enable the management to determine their suitability as a regular employee. After the six months probation, the employee will be evaluated on his/her performance and at that time it will be decided if he/she is entitled to a regular employee status.

Please note that by signing this agreement, you agree to abide by the Company policies, interests and ethics. On the day of joining you need to produce the originals of all degree certificates, marks cards and any professional certifications. Upon copying them we will return the originals. You will have to sign a Non-Disclosure & Non-Compete Agreement with the company on the day of joining.

We are happy to have you in our team at Fortunesoft IT Innovations Pvt. Ltd. You will have excellent opportunities to grow into new roles as the company expands.

Sincerely,

Minu Austin Associate - HR

Fortunesoft IT Innovations Pvt. Ltd.

Purl



#### Annexure -1

You will devote your full time and attention exclusively to the duties entrusted to you from time to time by the Fortunesoft IT Innovations Pvt. Ltd. and while in service of this Company you will not work for any person or company in any capacity. You shall not Freelance nor engage in any private business during your employment period.

You shall ensure that you shall not directly or indirectly engage in any activity or have any interest in or perform any services for any person who is involved in activities which are or shall be in conflict with the interests of the Company.

So long as you are in employment of the Company and for a period of two years after separation, you will, at all times, observe secrecy in respect of any technical, trade or business data or any other information that might come to your knowledge or possession, which is valuable property of the Company and not made available to the public. Furthermore, you will not disclose them without authority of the Company to anyone other than the Company's officers authorized to receive the same even after you have ceased to be in the Company's services. This includes any names and addresses of any of the customers of Fortunesoft IT Innovations Pvt. Ltd. or any other information pertaining to them.

During the course of employment with the Company and for a period of two years after separation of employment with Fortunesoft IT Innovations Pvt. Ltd (irrespective of the circumstances of or the reason for the separation) you will be under contractual obligation with the Company not to solicit, induce or encourage any of the existing employees to become associated with or perform services of any nature for self or for any third party.

During the course of employment with the Company and for a period of two years after separation you shall not accept any offer of employment from any customer or the customers end-user customer of the Company and shall not either directly or indirectly, either for oneself or for any other person, firm, company, or corporation, solicit, divert or take away any of the existing customers of Fortunesoft IT Innovations Pvt. Ltd.

During your tenure with the Company you shall disclose and assign to Fortunesoft IT Innovations Pvt. Ltd. as its exclusive property, all inventions, ideas, concepts, discoveries, techniques and improvements developed or conceived by you solely or jointly with others that are related to the Company's business or that results from work that you perform for the Company or using the Company's equipments, supplies or facilities and shall comply with the Policies of the Company in relation to Intellectual Property.

If and when you are chosen for an overseas deputation or for an overseas project assignment, you will be required to sign an overseas deputation agreement/ undertaking, to serve the Company forthwith for a period of two years. The overseas deputation agreement thus provides a clause for the transfer of knowledge and skills you have acquired from such assignment to the company in India.

Letter issued to Mr. Sachin Sambhaji Punde

Pul



You shall not sign any contracts or enter into any binding agreements, which are outside your defined authority limits on behalf of the Company. You may be authorized from time to time to enter into contracts incidental to the running of the office with the prior express approval of the Company.

During the course of employment with the Company and after separation you shall not disclose or mention the company's customer name or the customer's end-user customer name of the Company in your Resume or any Job Portals.

During the course of employment with the Company and for a period of two years after separation, you shall not get connected, with any customer or the customer's end-user customer of the company through any Social Media / Social Networking Sites using your personal credentials.

In the event of you voluntarily deciding to resign and get separated during the first year of employment, for the purpose of career change, you shall not be eligible to claim your experience and relieving letter from the Company.

You shall not during the period of this agreement work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity.

You shall be just and faithful to the Company in all matters and shall not at any time divulge to any person whosoever and shall use your best endeavors to prevent the publication or disclosure of any trade secret or software development process or any information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to your knowledge.

You shall be responsible for safe keeping and returning in good condition and order the property of the Company.

During your tenure you will observe the Company's timings and holidays as well as its rules and regulations as are pertinent to your conduct and behavior in the premises. You are liable for transfer to any of the existing/future branches of the Company in India or abroad depending on business exigencies.

In case at any time the Company finds that the information furnished by you in your application and related documents is false or you are found to have suppressed any material information at the time of joining, the appointment itself will be deemed to be void and your services will be liable to be terminated without notice or compensation in lieu thereof.

You shall abide by the Rules and Regulations of the Company as are in force or as may be introduced or amended or extended from time to time.

If your performance or conduct is not satisfactory, the management reserves its right to terminate your services without notice at any time during your service with the Company.

Letter issued to Mr. Sachin Sambhaji Punde





On acceptance of the terms and conditions as per the letter of appointment, an employee can relieve from the services by giving 60 days notice to the company after the acceptance of the resignation by the Company. The management reserves the right to recover the salary in lieu of notice period or shortfall in notice period. You shall not be entitled to avail leave during the notice period. Further the management may at its discretion relieve you from such date as it may deem fit, even before the expiry of the notice period, without compensating for the unexpired period and is not bound to give any reason thereof.

This contract of employment shall be interpreted and governed by the laws of India.

Please also counter sign below to indicate your acceptance of and agreement with the terms of this offer.

For Fortunesoft IT Innovations Pvt. Ltd.

Minu Austin

Associate - HR

I agree to accept employment on the above mentioned terms and conditions.

alore-56

Signature :

Vame

: Sachis Sanstraji punde

Letter issued to Mr. Sachin Sambhaji Punde