



## **Appraisal Letter**

Dated : **1-April-2023**

Employee Name : **Mayank Kumar**

Emp ID : **6060**

New Designation : **Software Tester**

After reviewing your performance of last year, your last CTC was 297,600/- Per Annum(CTC INR Two Lakhs Ninety Seven Thousand and Six Lakhs Per Annum), management has decided to offer you an increment of CTC INR 384,480/- Per Annum(CTC INR Three Lakhs Eighty Four Thousand and Four Lakhs Eighty Rupees Only Per Annum) will be effective from 1-April-2023 . This letter serves as your final Appraisal .

It is a pride for us to have an employee like you who has taken the organization's success to greater heights. We wish that you will continue to work with the same dedication in future also. If you have any doubts regarding your increment, please feel free to contact me or visit me personally.

### **Code Of Conduct**

1. INTERPRETATIONS In this Letter unless the context otherwise requires Business of the Company shall mean and include the services in relation to the consulting, digital transformation, technology and spatial technologybased services; "Company" has the meaning as ascribed to it under the title of this Letter;"Confidential Information" shall mean all information disclosed by the Company to the Employee (whether orally, in writing or in any other form) prior to or pursuant to the execution of this Letter or to which the Employee gains access to during the course of his employment with the Company, including but without limitation: (a) matters of a technical nature (b) research and development information (c) business records, business processes, business plans (including for current and anticipated business), information, notes, products, know-how, trade secrets, engineering or other data, information gathered through observation of any of the other party's business processes (d) accounting procedures and/or financial information (e) specifications, processes or formulae (f) planning or marketing procedures, techniques or information, including information relating to sales figures, the identity of customers, suppliers and/or agents (g) pricing details (h) information in respect of the business of the Company including but not limited to cost information, quantum of profits, sales information and strategies, accounting and unpublished financial information, business plans and strategies, markets and marketing methods, client lists and client information, advertising strategies employee details, suppliers, supplier lists, customers, customer lists (i) information received by the Company from its clients, employees, consultants whether used or evaluated by the Company (j) secret information and anything else that is marked "confidential", "proprietary" or which is otherwise indicated expressly or impliedly to be subject to an obligation of confidence, or which is not available in the public domain (k) details and particulars of all

Intellectual Property owned and/or to be owned by, and, licensed or to be licensed to, the Company and (l) any other information, which is not in the public domain and which if misused or disclosed to any Person by the Employee will adversely affect the Company in the opinion of the Company. "Employee" has the meaning as ascribed to it under the title of this Letter;"Intellectual Property" means

(i) Any copyrights, trademarks or service marks, trade names, brand names or patents (registered or unregistered);

(ii) Any discovery, trade secret, know-how, technology, process, computer software and confidential, technical and product information;

(iii) Any letters, deed of grant, certificate or documented title for anything referred to in paragraphs

(i) and (ii) above of this definition and any medium in which anything referred to in those paragraphs is stored or embodied, in each case, in India and throughout the world.

Law" means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any judicial, governmental, supervisory or regulatory body or authority having jurisdiction over the matter in question, whether in effect as of the date of this Letter or thereafter; "Person" means a natural or juristic entity and wherever necessary (by implication or otherwise) includes firms and/ or associations and any authority, statutory, administrative, regulatory or otherwise;

#### **Interpretation.**

In this Letter, unless the context otherwise requires:

(a) Any reference to a statutory provision shall include such

provision as amended, modified or re-enacted or consolidated from time to time;

(b) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Letter;(c) the words "include" and "including" are to be construed without limitation;

(d) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires;

(e) References to any date or time of day are to Indian Standard Time;

(f) Any reference to day shall mean a reference to a calendar day and any reference to a month shall mean a reference to a calendar month;

(g) where the context requires, words importing Persons shall include individuals, partnerships, firms, companies, voluntary associations, joint ventures, trusts, corporations and entities holding legal recognition;

(h) The Schedules to the Letter form an integral part of this Letter;(i) References to Recitals, Clauses or Schedules in this Letter shall, except where the context otherwise requires, be deemed to be references to recitals, clauses and schedules of or to the Letter;

(j) Any Letter, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Letter from or by any Party shall be valid and effectual only if it is in writing under the hands of a duly authorized representative of such Party;

(k) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates;

(l) The rule of construction, that a Letter should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply to this Letter;

(m) The ejusdem generis rule of interpretation does not apply to this Letter.

## **2. REPRESENTATION AND WARRANTY**

The Employee represents and warrants to the Company that:

(a) He/she is legally competent to accept the employment and has the full right, power and authority to perform his obligations hereunder and that obligations imposed on him are legally binding, valid and enforceable against him in accordance with the terms of employment;

(b) His/Her entering into employment with the Company does not constitute a breach of any contract, agreement, covenant or understanding with any other party, including previous employers of Employee;

(c) He/She has not filed for bankruptcy or been adjudged as insolvent or has been involved in any bankruptcy proceeding whatsoever;

(d) He/She has not been at any time convicted by any Court of an offence involving moral turpitude;

(e) He/She shall execute any proper oath or verify any proper document requested by the Company to carry out the terms of this Letter

## **3. SALARY AND OTHER BENEFITS**

Your salary is attached as Annexure - A alongwith this Letter and further details and benefits given as per attached Annexure – A only. For the purpose of clarification, your compensation details and related figures are dependent on your designation / Grade / Role with the Company.

## **4. LOCATION AND TRANSFER**

You would be currently posted at our office location at Noida, Uttar Pradesh, India. However, during your employment in the Company, you will be liable to be transferred to any of the offices/divisions/departments/works/clients/Associates location or that of its affiliates whether existing or to be setup in the same city/town or anywhere in India or abroad on the same conditions at the sole discretion of the management and without assigning any reason or without any increase in the salary. If, however, in the event the Company decides to sell, transfer, or otherwise divest or demerge any of its whole or part of its business/ undertaking to any new entity, as a part of reorganization of its business, the Employee shall have no objection for transfer of his/her services to any such new entity. In case of such transfer, the Company may accommodate your requests or preferences with respect to the choice of Work Location or any other matter in relation to the transfer. Although, it will solely be at the Company's own discretion and should be consistent with Company policies

## **5. INCREMENTS AND PROMOTIONS**

Any increase in your salary will solely depend upon your performance during your employment and contribution to the Company. Although no raise in salary or promotion is guaranteed and the Employee cannot raise any objection regarding such increment or promotion. Increment and promotion of any employee of the Company happens on a yearly basis, i.e., Financial Year.

## **6. PERFORMANCE LINK INCENTIVE AND BONUS**

Similar to increment and promotion, an Employee's Performance Link Incentive (PLI) bonus is also linked to individual's unit / department and Company performance. PLI would be an amount equivalent up to 20% maximum of your Total Gross at an indicative payout of 100%. The Employee should be under contractual obligation with the Company as on the last working day of the period under consideration to claim the benefits of PLI and Bonus. PLI will be paid on a quarterly basis and the Bonus will be paid on a yearly basis. The details shall be as per the Performance Bonus Policy of the Company.

## **CONFIDENTIALITY**

During your employment in the Company, including the probationary period, you will have access to and will get acquainted with various trade secrets of our Company and/or Company's clients. You agree that you shall not misuse, misappropriate or disclose any of the trade secrets or confidential information of any description either directly or indirectly or use them in any way either during the course of this contract or anytime thereafter, except as required in connection with the performance of your authorized duties. You also acknowledge and agree that the names, addresses, telephone numbers and other information needed for communicating with the employers, employees, vendors, clientele and customers of the employees/company constitute trade secrets and the sale, unauthorized use or disclosure of any of employers/company trade secrets obtained by you during this contractual relationship constitutes unfair competition. You are liable to be bound by the security and confidentiality agreement between the Company and its client or that of its affiliates. You will also be required to deliver to the Company, upon the termination of contract, all documents in your possession which contain any confidential information or other business information of the Company, including all copies thereof, regardless of whether such documents were prepared by you or by others. You are also acknowledged that your obligations under this Appointment Letter include, without any limitation, not to disclose or make accessible over the internet, any confidential information (particularly the name of the Company's client's or business Partners) or other business information or any other information of the Company through social networking websites, blogs, online forums, Company related web portals or any other interactive or other website. If you are aware or suspect such information to have been disclosed in the above-mentioned manner or otherwise, you immediately inform the Company in this regard. You will not misuse the internet connectivity provided by the company. You may also require to sign a separate confidentiality agreement as and when required by the Company.

## **8 .NON-SOLICITATION**

You agree that you will not solicit direct employment with any of Company's clients, wherein you were deputed by the Company during the course of your employment within three years of your leaving the services of the company unless it is approved by the company in writing. Also, during the performance of contract and for three years period thereafter, you shall not, directly or indirectly, individually or on behalf of any person, solicit or induce or assist in any manner in the solicitation or inducement of any employee of Company to render services to or for your own benefit or that of another person. While performing the employment obligations in the Company and, thereafter, you shall not directly or indirectly, individually or



on behalf of any person, solicit or induce any customer, supplier, or other person having a contractual or business relationship with Company to terminate or otherwise alter such relationship, or in any other manner interfere with such relationship, or interfere with any prospective business relationship or advantage which the Company has with any person.

## **9. NON-COMPETITION**

You acknowledge and agree that during your employment and for One year period following termination of employment for any reason, you will not, directly or indirectly, accept employment with or render services to any person, including any current and prospect customer of Company, which is engaged in the Business of Company, or otherwise participate in any business whether as a shareholder, partner, joint venture, sole proprietor, director, trustee, officer, employee, agent, consultant, independent contractor, which is engaged in the Business of Company

## **10. COMPLIANCE WITH LAWS AND RULES**

You will keep yourself fully acquainted with the various laws, orders, rules, regulations, directives and the notification therein from time to time affecting or concerning directly or indirectly the Company or its business and affairs and in attending to the various duties assigned to you, from time to time, you will see that the same are duly observed and complied with and that no infringement of any kind of any of the laws, orders, rules, regulations, directives and other legal requirements brought into force by the Local Authority, State or Central Government amended/modified from time to time takes place on your part. Your employment will also be governed by the rules and regulation and such other practices, systems, procedures and policies framed by the Company from time to time as applicable to your category of employees. The same shall either be expressly provided to you or they shall be available at the Company's Intranet Website Portal. Moreover, the Company has policies that are linked to performance management, career growth and annual compensation review and these policies shall be applicable to you. These policies may be revised, modified and discontinued at any time by the Company. Furthermore, the Company has various human resources and administration policies and procedures that the Employees will have to comply with as mentioned and outlined in "Employee Hand Book". The Company may amend these policies from time to time in its absolute discretion without any consent or objection of the Employee

## **11. OTHER EMPLOYMENT/WORK.**

Your position is of whole-time employee of the company and you shall devote your whole time, attention and abilities during hours of work to your duties exclusively to the business of the Company. You will not take up any other work under any circumstances, whether directly or indirectly, or any other job including work voluntary in nature for salary or carry on a business of whatever kind or work in advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the Company without written permission from the management of the Company. The consent may be given subject to any terms and conditions that the Company may deem fit and may be withdrawn at any time at the discretion of the Company.

## **12. PROTECTION OF INTEREST**

If you conceive any new or advanced methods of improving process/formulae/system in relation to the operation to the Company, such developments will be fully communicated to the company and will be and remain the sole right/property of the company

### **13. COMPANY'S PROPERTY.**

You will be responsible for safe keeping and return in good condition and order all the equipments, instruments, tools, books and other properties of the Company which may be given to you for your use, custody, care or charge. The Company have the right to deduct the money value of all such things from your dues and take such other action as the company may due proper in the event of your failure to account for such property to Company's satisfaction. Moreover, such Property also includes Intellectual Property as defined under the Definition Clause of this Letter.

If you have done any business-related expenses for Company's property or otherwise on behalf of the Company, then, in such case, you will be required to claim all such expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary. Also, after acceptance of the separation notice, you will immediately return to the Company, all correspondence, specifications, formulae, books, documents, lost data, market data, literature, drawings, effect and shall not make or retain any copies of the items. Any other asset of the Company including furniture, vehicle, office equipment and others will be returned to Company.

### **14 .INDEMNITY**

Without prejudice to any rights or remedies available to the Company under the Law or under equity, the Employee hereby indemnifies and/or undertakes to indemnify, defend and hold harmless the Company from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, penalties and other costs or expenses (including without limitation, reasonable attorneys' fees and expenses) that are attributable to the Employee and arising out of any breach and/or violation on his part of any of his covenants and obligations contained in this Letter, and that he shall be bound to pay to the Company any amount that may be decided or decreed against him by any competent Court of Law.

### **15.COMPLIANCE OF SECTION 188 OF THE COMPANIES ACT, 2013**

This appointment is subject to your not being a related party or a relative of a Director of the Company within the meaning of Section 2(76) and Section 2(77) of the Companies Act, 2013, respectively. In case, in future, you happen to be related to any of the members of the Board of Directors of the company, you shall intimate the same to the management in writing and continuance of your employment thereafter shall be on the compliance of provision of Section 188 of Companies Act, 2013.

### **16.JOB DESCRIPTION AND DUTIES**

Your main job and duties are as set out in your written job description for the post held. The company reserves the right to change your job description or to perform different job consistent with their status and any such change will not constitute a change in term and condition of your employment.

### **17. SHIFT, HOURS OF WORK, ATTENDANCE AND WEEKLY OFF.**

Normally Company runs into "Day shift." The first shift is being called as "DAY Shift" and the normal timing of the shift are "10:00 A.M. to 7:00 P.M." including lunch/dinner/snacks break and the second shift is being called as "Evening Shift" as the normal timing of the shift are "3:00 P.M. to 12:00 P.M." including

lunch/dinner/snacks break the third shift is being called as “Night Shift” as the normal timing of the shift are “9:00P.M. to 6:00 A.M.” including lunch/dinner/snacks break and you can be put into any of the shifts as per the company’s requirement and your shift can be changed without any prior notice. You are required to adhere the time schedule and be punctual about the office timing. However, you shall work as required by the company from time to time without any extra payment. Your shift/working/duty hours, attendance and weekly off shall be regulated to suit the company’s requirements from time to time. You may also be required to attend duties on holidays/weekly off days as per exigencies of work.

## **18. LEAVES AND HOLIDAYS**

Alongwith the weekly off days, you are entitled to the following leaves and holidays based on Financial Year basis:

- Twelve Days Casual Leave(April to March)
- Twelve Days Sick Leave(April to March)
- The Company provides 10 holidays per calendar year (January to December) as per the company HolidayList.
- Sandwich Leave also Applicable

The Leaves mentioned above in sub-clause (1), (2),(3) and (4)shall be credited on a prorated basis in monthly cycle. The details shall be as per the Leave Policy of the Company.

## **19. SUPERVISION/CONTROL**

You shall work under the supervision and control of such person/persons as decided by the Company from time to time. You shall most diligently and faithfully carry out instructions or discharge the duties given to you by your superiors or person under whom you are placed to work in the overall interest of the Company.

## **20. TOURING/TRAVELING**

You are liable to travel as required by the Company from time to time to outstations considering the purpose of the assignment. For such traveling, the Company will reimburse you by way of Traveling Allowance and Dearness Allowance or shall arrange and facilitate the needful requirements. The Company will not be responsible for the reimbursement of any other entitlement or facility not applicable during this engagement period.

## **21. HEALTH INSURANCE SCHEME**

You will be eligible for Health Insurance Scheme. You will be covered under the Standard Plan with the commencement of your employment. As per the Standard Plan, you and your spouse along with your children will be under the applicable cover per annum. However, the applicable cover will apply to your children up to the age of 22 years only and will be applicable to the limit of two children only. The cover and its coverage are based on Role / Designation / Grade of the Employee and employment term with the Company. Further details shall be as per the Health Insurance Policy of the Company.

## **22. GROUP LIFE INSURANCE & PERSONNEL ACCIDENT COVERAGE SCHEME**

You will also be covered under the Group Life Insurance Scheme of the Company. Under this Scheme,

you will be provided a total life insurance cover including natural death and accidental coverage. The details of the Scheme will be made available to you with the commencement of your employment

### **23 .NOTIFICATION OF SICKNESS AND OTHER ABSENCE.**

- a) If you are found to be absent from work for any reason and if your absence has not previously been authorized by the company, you must inform your immediate Manager and H.R. Manager on your first day of absence.
- b) Your unauthorized absence must be properly explained and in the case of absence of uncertain duration, you must keep the company informed on a daily basis until you have provided the company with a medical certificate to cover any continued absence.
- c) Upon your resumption of duty after a period of absence which has not previously been authorized by your Manager/H.R. Manager, you are required to complete a Self-Certification Form stating the date of and reason for your absence including details of sickness of non-working days.
- d) In case if you will remain absent from work for eight consecutive days or overstay leave originally granted or subsequently attended without giving any update to the Company, it will be open to the management of the Company to draw the presumption that you have voluntarily abandoned the performance of contract.

### **24. SICKNESS REQUIREMENTS**

The company may at any time while you are absent from work because of sickness or injury, require you to undergo a medical examination (at the company's expenses) with a medical practitioner/hospital nominated by the company.

### **25. NOTICE PERIOD**

Your employment can be terminated by the Company with a notice period of three months or Sixty(60) days. On receiving notice served by you to the Company on account of your resignation, if in the opinion of the Company it is prejudiced to its interest to continue your employment during notice period, the Company may at its discretion relieve you before expiry of the notice period and is not bound to give any reason thereof. Notice period cannot be adjusted against your accumulated leaves. Further details shall be as per the Policy of the Company.

### **26. DISCIPLINARY ACTION, TERMINATION OF SERVICES ON ACCOUNT OF MISCONDUCT OR BREACH OF ANY SERVICE CONDITION**

You will at any time be liable for the disciplinary action such as warning, suspension, discharge, dismissal or losing lien of employment for unsatisfactory performance, causing damage, financial loss to the Company, committing breach of any employment obligation, misconduct, unauthorized absence, misbehavior or any unworthy acts like theft, misappropriation, fraud, dishonesty, immorality, any act amounting to moral turpitude, conviction falsification of documents/records or information given in your bio-data/application or any undesirable acts which in the opinion of the company is prejudiced and detrimental to the interest of the Company.



## **27. RESTRICTION FOR REPRESENTING COMPANY AFTER RELINQUISHMENT OF CONTRACT**

You will not anywhere at any time, after relinquishment of your employment, either personally or through your agents or legal representatives or any other person, directly or indirectly, represent yourself as being connected with or interested in anyway in the business of the Company.

## **28.CONFLICTS OF INTEREST**

While in the contractual relationship with the Company, you will promptly and fully disclose, and unless the President of the Company consents, refrain from engaging in, any Conflict of Interest.

## **29 INJUNCTIVE RELIEF**

It is hereby understood between the Parties that monetary damages may be an inadequate remedy for breach or threatened breach of any of the provisions of the employment, and notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this employment, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction. As the services to be provided by Employee hereunder are of a special, unique, confidential, extraordinary and intellectual character which character renders such service unique because the Employee will acquire, by reason of his employment with the Company, extensive knowledge of the Company's trade secrets, software, customers, procedures and other Confidential Information, the Parties hereto recognize and acknowledge that in the event of any breach or threat of a breach by the Employee of any provisions by the Employee, the Company shall not be obligated to mediate or arbitrate claims arising out of these provisions and shall be entitled to an immediate injunction from any court of competent jurisdiction restraining the Employee, as well as any third parties, including successor employers of the Employee whose joinder may be necessary to effect full and complete relief from committing or continuing to commit a breach of such provisions without the showing or proving of actual damages.

**For and on behalf of Gventure Technology Private Limited**

Ms. Gyanti Patel(Director)

Acceptance of Employee

I have read the above terms and conditions governing the Contract for Service with the Company carefully and have understood completely. I hereby accept the above terms and conditions

**Employee's Name with Signature**

### Annexure 1

EMPLOYEE NAME		MAYANK KUMAR
DESIGNATION		SOFTWARE TESTER
Pay Heads	Monthly	Annually
Basic Salary	15120	181440
HRA	7560	90720
Special Allowances	7560	90720
<b>Gross Earning</b>	<b>30240</b>	<b>362880</b>
Employee Pf	1800	21600
Others	308	3696
<b>Gross Deduction</b>	<b>2108</b>	<b>25296</b>
Employer Pf	1800	21600
<b>Cost Of The Company</b>	<b>32040</b>	<b>384480</b>

Note:-Tds will deduct as per norms

I have read the above terms and conditions governing the Contract for Service with the Company carefully and have understood completely. I hereby accept the above terms and conditions.

Employee's Name With Signature

GVenture Technology Pvt. Ltd.  
Off. Address - A-10, 801, 8th Floor, Pegasus Tower, Sector 68, Noida 201307  
Reg. Address : 92B, E-4 Udyog Vihar Sector 82. Noida 201301(UP)  
Phone : +91-9355777477, +91-9355777377