

Date: 5/12/2020

#### Dear Veekshana Thati,

We are delighted to invite you to join FunLabTech as an Associate Developer. Working with open-minded professionals like you, who are relentless and passionate in designing and building solutions for the difficult yet exciting challenges sound nothing less than an anticipated journey ahead. We at FunLabTech aim high. We are always learning, sharing expertise, and working together to drive innovation. We are certain you will thrive in our company of experts and make a difference.

Attached are the specifics of your offer. Please don't hesitate to reach out to us if we can be of any assistance. We look forward to hearing from you soon and welcoming you to the team



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#### Dear Veekshana Thati,

We are pleased to offer you the position of Associate Developer. Attached are the specific terms and conditions of our offer, please read these important details carefully, including your compensation and benefits

Initially, you will have to undergo a trainee program. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining, failing which FunLabTech may, at its sole discretion and without any pay, withdraw this offer of employment.

#### **Acceptance and Commencement**

Your appointment will be effective on your joining date, i.e. 15/12/2020. Please contact us immediately if you require

an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to sign it and send it back.

In case of any enquiry send an email to - hr@funlabtech.com

Please bring copies of the following documents at the time your verification

- -Academic certificates (10<sup>th</sup>, 12<sup>th</sup>, Graduation, Post-graduation)
- -Appointment letter of previous employer (in case of having experience)
- Relieving document from most recent employer
- PAN card, Aadhar card.
- Passport (not mandatory)

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Please note that all the above documents are mandatory to complete the joining formalities.

That this offer letter shall not be constructed as an appointment letter. Your appointment for the abovementioned designation is subject to documents submission, employment verification and confirmation by the company.

#### The other terms and conditions of the offer are as follows:

1. Commencement of employment: Your employment will be effective, as on 15/12/2020.

#### 2. Probation Period:

You will be employed with FunLabTech initially on a three (3) months probationary period. During the course of the probationary period, your direct supervisor or manager may provide feedback to you in relation to your performance. Provided that your conduct and performance is of a standard that is satisfactory to the company, your position within the company may be confirmed. If your performance is not satisfactory, the probationary period may be extended by a further period of time.

During the Probation period, besides the weekly close day and other holidays observed in the Company, you shall be entitled to take one (1) sick leave per month. The Company may grant additional sick leaves upon you submitting a medical certificate notice. No paid time off will be allowed during the probation period. You will start accruing paid time off after your probation period.

- 3. Location: The company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or Abroad, whether existing at the time of appointment or to be established in the future.
- 4. Hours of Work: The normal working days are Monday through Friday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11:00 am to 08:00 pm and you are expected to work not less than 48 hours each week, and if necessary, for additional hours depending on your responsibilities and as declared by the company.

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## 5. Leaves and Holidays: Subject to statutory applicable laws: -

a. The Company may notify a list of declared holidays at the beginning of each year; and

 You may also be entitled to statutory leaves, and national holidays as declared by the central government, state government or local authority.

## 6. Termination Clause:

- a. Your appointment and subsequent employment is contingent upon you successfully undertaking the training, tests and evaluations which may be administered by the Company upon your joining the Company and later should you fail to successfully complete the same, the Company shall be entitled to immediately terminate your services for cause.
- b. During your period of probation or the extended period of probation, your appointment may be terminated by the company without any notice, at its sole discretion, without assigning any reason.
- c. After completion of your probation period your appointment can be terminated by the Company, without any reason, by giving you not less than 30 days prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.
- d. You may resign from your employment with the Company, without any cause, by giving no less than 90 days prior notice or salary in lieu thereof, left after adjustment of pending leaves, as on date.
- e. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, upon finding any reasonable ground, that you are guilty of misconduct or negligence, or have committed any breach of your employment terms or have caused any loss to the Company.
- f. On the termination of your employment for whatever reason, you will return to the Company all company's property including but not limited to (i) hardware, software, documents and paper, both original and copies thereof, (ii) contracts, records, lists, drawings, blueprints, letters, emails, digital records, notes, data and the like in digital format or otherwise; and (iii) Confidential Information, in your possession or under your control relating to your employment or the company or relating to any company's client.

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- g. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- h. Your offer is contingent upon you agreeing to authorize FunLabTech to recover a sum of INR 50,000 (Rupees Only) as cost incurred towards your training during the course of your employment, in the event your services with FunLabTech are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining FunLabTech or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- j. Internet usage is logged, and you are requested to follow and abide by the internet usage policy. Any misuse of Internet facility during office hours is a breach of contract & may result in termination of your employment.
- k. Any sort of "misconduct" shall construct sufficient ground for immediate discharge or dismissal.
- 7. Remuneration clause: Your individual remuneration is strictly a matter of concern between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.

#### 8. Confidential Information:

a. During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior written permission of the Company.

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- b. You must always maintain the highest degree of confidentiality and keep confidential the records, documents and other Confidential Information relating to the Company or it's clients which may be known to you or confided in you by any means and you will use such records, documents and information only in a authorized manner with written permission duly provided by the company. For the purposes of this clause 'Confidential Information' means, including but not limited to, information (digital, written & verbal) about the Company, company's business, company's client and company's customers which is not available to the general public and which may be learnt by you in the course of your employment. This further includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, data, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records, softwares, source-codes and other documents containing such Confidential Information, and any such information which is declared confidential by the company. For the purpose of understanding information or confidential information in digital, electronic, and physical form.
- c. At no time, you will access/remove/copy/store/transmit/transfer/share any information including Confidential Information, electronically or otherwise from the premises of the office without written permission of the company.
- d. Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this appointment letter and/or your employment with the Company. You further agree that in the event you breach responsibilities as mentioned herein, you shall be held liable for the same and you shall indemnify to the full extent, the company for loss caused to the company due to such breach of this clause.
- 9. Intellectual Property Rights: You agree to disclose and assign all copyrights, trademarks, patents, and any intellectual property in the form of any inventions, developments, processes, plans, designs, formulas, specifications, programs or other matters of work whatsoever (collectively the "Intellectual Property") created, developed or discovered by you, either alone or in concert, during the course of your employment and the same shall be the absolute property of the Company. Any Intellectual Property and rights arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to the Company without any cost in accordance with applicable law. You shall, as and when requested by the Company, assist, support and provide relevant information to the Company in perfecting the Intellectual Property in any manner

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You further agree that in the event you breach any of the terms as mentioned herein, you shall be liable for the same and you shall indemnify, to the full extent, the company for any loss/damage caused to the company due to such breach of this clause.

- 10. Exclusive Employment and Conflict of Interest: During the term of your employment with the Company, you are not to take up any, part-time or full-time, employment, profession, vocation, project, assignment, or any remote work (work from home) either by yourself or through partnership or any other form of association. Such restrictions, however, will not apply to your hobbies like contributing articles to technical and other publications, music, photography, sports and other similar activities. You are also restricted from pursuing any such activity that will or has the potential to create conflict of interests to your employment and / or work with the Company.
- **11. Notices**: Notices shall be given by you to the Company at its registered office address, and notices shall be given by the Company to you at the address provided by you in the official records.
- 12. Applicability of Company Policy: The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this appointment letter and relevant policy to that extent.

## 13. Non-Competition and Non-Solicitation:

a. During the Term of your employment and for a period of 1 (one) year following the date of termination or non-renewal for any reason (i) you shall not in India or in any country in which the Company is doing/having done business, directly or indirectly, enter the employ of, or render any services to, any person, firm, company or corporation engaged in any business directly competitive with the business of the Company; and (ii) you shall not engage in such business as direct competitor on your own account; and you shall not become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or any other relationship or capacity.

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- b. During the Term of your employment and for a period of 1 (one) year following the date of termination or non-renewal for any reason, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the company or its Affiliates; or (ii) hire, on behalf of the Company or any other person or entity, any person who has left the employment within the one-year period following the termination of that person's employment with the company or its Affiliates.
- c. You further agree that in the event you breach any of the terms as mentioned herein, you shall be liable for the same and you shall indemnify, to the full extent, the company for any loss/damage caused to the company due to such breach of this clause
- 14. Social Media Activities: You has the right to engage in personal social media activities to express Employee's thoughts or ideas on Employee's personal time and using Employee's personal equipment, so long as such activities are not performed during working time or while using the Company's computers, cell phones, or other electronic communications equipment, and do not conflict with the company's policies or business or harm the goodwill and reputation of the Company. You shall not (a) disclose the Company's Confidential Information on social media sites; (b) make defamatory or harassing statements about the Company, its related persons; (c) use or reproduce without authorization Company's name, logo, website link.
- 15. Employee Agreement: You acknowledge that this appointment letter (along with the final form of any referenced documents such as the job description and the service rules), represents the entire employee agreement between you and the company and that no verbal or written agreements, promises or representations that are not stated in this appointment letter, are or will not be binding upon the company.
- **16. Indemnification**: You shall indemnify, defend and hold the Company, its officers, directors, associates and agents, harmless from any and all claims, causes of action, damages, obligations or liabilities or any kind or nature arising out of or connected with any act or omission of your employee agreement by yourself or in collusion with other employee of the company or any other third party during the course of the employment and thereafter.

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Contact: +91 7669955321





## 17. Company Policies: You hereby specifically agrees to be bound by

- a. Code of Conduct and Disciplinary Actions Rules, including any future amendments therein;
- Protection of Women from Sexual Harassment at Workplace Rules, including any future amendments therein;
- c. Employee Leave Policy, including any future amendments therein;
- d. Employee Separation policy, including any future amendments therein; and
- e. You are required to comply with all the policies as communicated to you from time to time.
- f. By signing a copy of this appointment letter, you are consenting that you have read and understood this appointment letter and all other Company's policies. The Company reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

#### 18. Other rules and regulations

- a. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- b. During employment with our organization, you are not allowed to work anywhere else directly or indirectly, part time or full time, honorary or in any other capacity without the written permission of Senior Management.
- c. For any kind of planned leaves, you are expected to intimate to the Reporting Manager 7 days in advance and in case of sudden absence, you are expected to duly inform the reporting manager. Your remaining absent for seven consecutive days without express permission in writing of the management will result in your termination without any prior notice and pay.
- d. Company reserves the right to withhold your salary if the joining formalities have not been completed and duly submitted to the assigned person in authority of the task
- e. You shall be responsible to follow all the company policies and procedures and ensure that proper discipline & decorum is maintained in the office.
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.

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### Acknowledgment and Acceptance:

I put my signatures and Accept this appointment letter, after understanding the contents of the same, in sound mind, without any undue influence, coercion or misrepresentation.

(SIGNATURE)		
Employee Name	:	

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#### **Funlabtech Confidential:**

**Employee Name:** 

**Designation**: Associate Developer

Details of your Earnings & Deductions as per the details below:

**Fixed salary** 

Gross Annual salary : INR 3,25,000

Total Gross Monthly Pay: INR 27,083

#### All values are in INR

s.no	Components of pay	Monthly	Annual
1	Basic salary	13,600	1,63,200
2	Dearness allowance	4,080	48,960
3	House rent allowance	6,800	81,600
4	Other allowance	2,603	31,240
	Total	27,083	3,25,000

### Notes:

- > Gratuity: You will be eligible for gratuity, subject to 5 years of continues service in the organization
- ➤ **Insurance:** You will be eligible for comprehensive health insurance plan after successful completion of your 90 days probationary period. The comprehensive health insurance plan is from Religare health insurance for Our employees with a coverage of INR 3 Lakhs, at the cost of employees.
- > Tax Deductions: All salary components will be subject to statutory tax deduction based on your investment Declarations and tax slabs

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#### ACCEPTANCE OF THE OFFER LETTER INCLUDING ALL THE T&C's.

Having read all the terms and conditions, to confirm your acceptance of this offer letter, please sign in the space specified below and return the signed copy to FunLabTech on your boarding day.

Sincerely,

Surya

Satya

Recruitment Leader

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**4000** 

# ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING

I have read, understood, and accepted the employment with funLabtech under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and FUNLABTECH's acknowledgment of the same and the affixing of a signature by the FunLabTech representative shall be adequate to constitute a valid contract of employment between FunLabtech and me.

SIGNATURE	
NAME	
DATE OF JOINING	
DATE	
VERIFIED BY (FOR OFFICE USE ONLY - T SIGNATURE	DING SPECIALIST)
PRINTED NAME	
PRINTED NAMEDATE	
PRINTED NAME  DATE  Cyber Hub Level 1, Building 10, Toy	
PRINTED NAME  DATE  Cyber Hub Level 1, Building 10, Too DLF Cyber Hub, Gurgaon - 122022	
PRINTED NAME  DATE  Cyber Hub Level 1, Building 10, Toy	