

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and executed at **PUNE** on this 8th day of November 2021.

BETWEEN

TECHARTISAN 3D SOLUTIONS LLP.

Having its office at: C-31,

Indradhanu Society,

Tejas Nagar, Kothrud Stand,

Pune - 411038

Through its Authorized Partner

Mr. Ashish Dattatray Sarode

Age: 37 Yrs., Designation: Partner

(Hereinafter referred to as the “Company”)

AND

Mr. Suraj Vasant Patil

Age – 21 Yrs;

Address – A/P Bhilwadi,

Taluka- Palus,

Sangli - 416303.

(Hereinafter referred to as the “Employee”)

RECITALS:

Employer is engaged in the business of Software Development and Consulting having Registered office as mentioned above,

Employer hereby employs, engages, and hires employee as a software engineer to software development, maintenance and testing, and employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer. Employee shall perform such other duties as are customarily performed by one holding such position in other, same or similar business or enterprises as that engaged in by employer and shall also additionally render such other and unrelated services and duties as may be assigned to him from time to time by employer on the terms, covenants, and conditions hereinafter set forth.

1. PLACE OF EMPLOYMENT:

Your place of employment will be at our Company office as mentioned hereinabove at Kothrud, Pune.

2. WORKING HOURS

The working hours shall be minimum of 8 working hours per day, 5 days per week and the employee shall work in company premises only. The employee can avail a maximum of 1.5 leaves per month with prior written permission from the company.

3. COMPENSATION:

Your compensation on a cost to the company (CTC) basis will 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) per annum and will be payable as per details in Annexure A. All applicable taxes, including taxes levied on the remuneration, benefits / perquisites payable to you provided by the company, statutory contribution made by the company if any, on your behalf shall be entirely borne and paid by you.

4. COMPENSATION PROGRESSION:

Compensation Progression and future prospects in the company shall entirely depend on your efficiency, hard work, and regularity in attendance, sincerity, professional conduct and such other relevant factors and company's performance. Such an increase in no case shall be automatic and/or a matter of right.

5. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Chewing of Tobacco, Pan Masala, Gutkha etc, using of drugs and consumption of alcohol during office hours is strictly prohibited. The company has all rights to carry out the background verification to validate the facts mentioned in your application and to check any kind of criminal record. In case particulars mentioned in yours application are false or unsatisfactory, your services would be liable for termination forthwith upon notice or any compensation in lieu thereof.

6. EMPLOYEE TO DEVOTE FULL TIME TO COMPANY:

The Employee will devote full time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

7. REIMBURSEMENT OF EXPENSE:

The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.

8. DISABILITY:

In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than 1 weeks, the compensation otherwise due during said illness or incapacity will be reduced by 25 percent. The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over 1 months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.

9. DUTIES AND RESPONSIBILITIES:

- a. The company will expect you to work with a high standard of initiative, efficiency and economy. You will perform, observe and confirm to such duties, directions and instructions assigned or

communicated to you by the company and those in authority over you.

- b.** You will devote your entire time to the work of the company and will not undertake any direct / indirect business or work, honorary or remuneratory except with the written permission of the management in each case. Contravention of this will lead to the termination of service without any compensation in lieu of such notice.
- c.** You will not enter into any commitment or dealing on behalf of the company for which you have not express authority nor alter or be a party to any alteration of any principle or policy of the company or exceed the authority or discretions vested in you without the previous sanctions of the company.
- d.** You will be responsible for the safe keeping and return in good condition and order of all the property of the company, which may be in your use, custody, care, or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- e.** You will not directly or indirectly solicit or cause to be solicited any employee or customer / Client of the Company during the term of this agreement and for a period of three years after termination of this agreement.
- f.** You may not directly or indirectly accept from or provide to any representative of any organization with which company has a business relationship any gift or favor other than an ordinary business courtesy or social amenity. You may not solicit any gift or favor. This is viewed very seriously as an abuse of trust placed by company in the employee and would attract severe penal action from the Company.
- g.** For matters specifically mentioned in this agreement, the Company's existing Policies & Procedures, including changes thereof, in relation to employees will apply to you. You shall have to sign Employee Confidentiality and Non-Competition agreement on joining the Organization.

10. CONFIDENTIALITY:

The position held by you would be of a strictly confidential nature.

- a.** You shall not disclose to any person, during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of the Company. Also you shall not communicate/disclose any information related to any of the projects to anybody outside organization or to the other employees/interns engaged by the company who are not working on a same project allotted as to you, without prior written permission of the company.
- b.** All intellectual property such as trademarks, copyrights, designs, code, ideas etc. developed by you during the employment and during the subsistence of this agreement either alone or with others shall automatically belong to the company absolutely and you shall not have and shall make no claims in respect thereto. You will disclose to us forthwith any discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the company. If and when required to do so by the company, you shall at the company's expense take out or apply for the patent license or other intellectual rights privileges or production as may be directed by us in respect of any such intellectual property, discovery, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things which may be required by us for assignation, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favor or in favor of such other person or persons, firms or companies as we may direct as the sole beneficiary thereof. You acknowledge that there is no further consideration required to be paid for the assignment contemplated in this paragraph and that your compensation as per clause 2 above is good and adequate consideration for the purpose.

- c.** You will not during your employment with the Company or at any time thereafter, divulge or make known any information in whatsoever manner relating to the Company or its business or of its customer and/ or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical information, or any other information gained or acquired or imparted to you in the course of your employment.
- d.** You will not during or at any time thereafter of your employment with the Company misuse and/or inclined to illegally copy and/or delete part of any kind of data/information/secret process etc. and/or share, distribute, issue, deal, allocate the said data or any data outside the company and any such activity, which will be treated as strictly against your employment norms with the company. Further if you commit the above said acts the same will amount to the offence of data theft and breach of confidentiality for which you will be severely tried under the strict provisions of The Information Technology Amendment Act, 2008, The Indian Contract Act, 1872, The Indian Penal Code, 1860 (as amended up-to date) or any other such appropriate provisions of law as existing or /applicable by the Company.
- e.** You hereby confirm that you have disclosed, fully to the Company, all of your business, interests whether or not they are similar to or in conflict with the businesses or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall forthwith return to the Company all the assets and property of the company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your custody.
- f.** You Shall not during your employment with the Company or at any time thereafter, use any personal communication system or email for company work related communication.

- g.** You Shall not during your employment with the Company or at any time thereafter, divulge in uploading, sharing, hosting or in any other manner creating a copy of any code or project related document with anyone outside company/ project specific client without prior written permission.
- h.** You shall during your employment with the Company or at any time thereafter need to sign, execute and abide by Non-Disclosure Agreements, as may be required to be executed by the company or their clients based on project needs.
- i.** You Shall not during your employment with the Company or at any time thereafter, divulge in stating, mentioning or uploading Details of project and clients on any website or elsewhere including but not limited to your resume or LinkedIn profile.

11. GENERAL

- a.** Your services can be terminated by giving notice of 45 Days or payment of 90 Days gross salary in lieu thereof. Employees are required to serve a minimum notice period of 45 days on resignation from the services of the company. Notice period shall commence from the date of resignation. However, in event of your resignation, the Company at its sole discretion will have an option to accept the same and relieve you prior to completion of the stipulated notice period of 45 Days, without any pay in lieu of the notice period.
- b.** Your services are liable to be termination without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term “misconduct” in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- c.** If at any time in our opinion, which is final in this matter you are found non – performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice. In such cases for any of the acts or omission the company shall be entitled to recover the damages from you.

- d.** The present designation is subject to change depending upon work assignment from time to time. Your compensation structure can be restructured at any time protecting the gross cost to the company.
- e.** You will keep us informed in writing of any changes of your residential address or civil status.
- f.** On joining, you are requested to provide copies of the following documents, as and where applicable: Kindly bring Original document for verification.
 - i. Relieving letter from your current employer.
 - ii. Salary details of your current employment
 - iii. Letter (s) supporting prior work experience
 - iv. Certificates of educational qualifications
 - v. Tax Summary sheet (or latest Form 16) as applicable from your current employer.
 - vi. Copies of your recent passport size photographs (color)
 - vii. PAN Card, Aadhar Card.
- g.** You are expected to keep the salary package strictly confidential and not to share information regarding the salary with anyone.

12. Assumption of Agreement by Company's Successors and Assignees:

The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

13. Oral Modifications Not Binding:

This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

THAT IN WITNESS WHEREOF THE PARTIES HAVE SIGNED BELOW ON THE DAY AND DATE MENTIONED HEREINABOVE, AT PUNE.

SIGNED, SEALED AND DELIVERED

By the within named **“THE COMPANY”**

M/S TECHARTISAN 3D SOLUTIONS LLP.

Through its Authorized Partner

Mr. Ashish Dattatray Sarode

SIGNED, SEALED AND DELIVERED

By the within named **“THE EMPLOYEE”**

Name _____

WITNESSES:

1) Name: _____

Signature: _____

2) Name: _____

Signature _____

Annexure A

Compensation Plan				
	Name: Suraj Vasant Patil			
Particulars	Amount (p.m.)	Amount (p.a.)	Minimum (p.a.)	Maximum (p.a.)
(A) Basic Pay	7,000	84,000	84,000	84,000
Basic Salary				
Total "A"	7,000	84,000	84,000	84,000
(B) Choice Pay				
• House Rent Allowance	4,000	48,000	48,000	48,000
• Attire Allowance (Office wear Allowance)				
• Fuel & Maintenance	2,000	24,000	24,000	24,000
• Telephone expenses Rem.				
• Gift Coupons				
• Special personal allowance	5,000	60,000	60,000	60,000
Total "B"	11,000	132,000	132,000	132,000
(C) Variable Pay				
• Quarterly Variable Pay	2,000	24,000	18,000	30,000
• Yearly Variable Pay (* Only if employee completes 1 year)	2,000	24,000	18,000	30,000
Total "C"	4,000	48,000	36,000	60,000
Committed CTC (A+B+C)	22,000	264,000	252,000	276,000
Cost to Company	22,000	264,000	252,000	276,000