



EZEONSOFT

Think Eze Go On

Website : www.ezeonsoft.com, **Email** : hr@ezeonsoft.com , **Ph. No.-** 0522-4954553

Ezeonsoft,

PLOT NO-359 FLOT NO-101, OM PLAZA, SECTOR-19, INDIRA NAGAR, Lucknow, Uttar Pradesh,
226016

To,

Amar Malik,

Sub: Letter of Appointment for the post of Mobile Technical Lead with Ezeonsoft Technologies.

With reference to your application, we are pleased to appoint you as " **Mobile Technical Lead** " for Ezeonsoft Technologies from 13/03/2023.

Terms of your appointment and details of the compensation will be as set out in 'Annexure I' to this letter. At the time of your appointment on the Acceptance Date (13/03/23), you will have to fulfil the conditions of employment contained in 'Anexure II' and provide the documents to the company as set out therein.

Regard's

SHIVRAM VARUN

(Managing Director / HR Head)

Ezeonsoft (www.ezeonsoft.com)

Co. No.- 0522-4954553 / 9415964405

Email Id: shivramvarun@ezeonsoft.com



1. Employment

ANNEXURE - I EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is by and between Ezeonsoft Technologies. ("The Company") and Amar Malik, ("you / Employee"), and is effective from the Employee's date of joining the Company and is made with reference to the following:

The Company desires to employ the services of the Employee and the Employee is willing to be so employed by the Company. The terms and conditions of this Agreement are as follows:

The Company hereby employs you, legally known as Amar Malik and you accept such employment with the Company commencing on the date mentioned above and contingent to the terms and conditions pertaining to the employment, as given below.

During your tenure / appointment company reserves right to change, modify and alter your services time, shift and position.

2. Duties and Services

You shall be designated as " Mobile Technical Lead " for Ezeonsoft Technologies. You will be delegated job responsibilities by Ezeonsoft Technologies.

3. Remuneration

- Your Cost to Company during your appointment with the company shall be INR 27,00,000 (Twenty Seven lakh Only) gross per annum.
- The other annual community benefits will be considers into 1,00,000 including internet and fitness reimbursement.
- The remuneration paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of overtime and other allowances.
- The Company, if any, will review your salary and other entitlements, quarterly. In conducting such a review, the company shall consider both market factors and your

Job Performance and might at its sole discretion can make any necessary adjustments to your emoluments. You shall be notified in writing of any changes to your emolument.

- Working Hours: Subject to the relevant laws for the time being in force. Your normal working hours shall vary subject to Company requirement.

4. Probation

- You will serve a probationary period of 2 months commencing from your date of joining the Company. During the period of probation, the contract may be terminated by company without any notice. You shall provide in writing 1 month notice in case you resign from your service from company during your probation.
- The Company reserves the right to extend the probationary period at its discretion.
- During the first two months from your date of hire, you will not be entitled to any leave (except sick leaves).

5. Code of Conduct

- You shall, at all times, be required to carry out such duties and responsibilities as may be assigned to you by the Company and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests the Company.
- You shall not, except with the written permission of the Company, engage directly or indirectly in any other business, occupation, or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests.
- You shall keep strictly confidential details of your salary and employment benefits within and outside the Company.
- You shall not disclose or divulge any confidential information related to the Company's business or those of its partners and customers, which may come to your knowledge or possession during the tenure of your employment, and which should not be disclosed or made public save in the course of the proper execution of your duties. If required in the course of business, you will have to sign confidentiality or non-disclosure agreements mandated by our business partners or clients.
- You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to keys, access cards, diskettes, photographs or

such other proprietary information relating to the Company's business or those of its partners and customers.

- You will be bound by the Code of Conduct and all other rules, regulations, policies and orders issued by the Company from time to time in relation to your conduct, discipline and service as if these conduct rules, regulations, policies etc, were part of this contract of appointment.
- Ezeonsoft Technologies is not responsible for any incident that happened outside the work premises including while travelling to and from work.
- You shall not work with any other company or project similar to the one you work on with Ezeonsoft Technologies for the next 1 year.

6. Leave policy

You will be entitled to leave policy determined by the company. There will be predefined holidays mentioned in the holiday list. However, in case of exigency of work, you shall be required to attend office during those days, or accomplish the work from home.

7.Termination of Employment

- Either the Company or you can terminate this agreement by giving in writing 15 days' notice after confirmation or in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period of the remaining period of notice. The company also receives the rights to terminate the employment on the basis of performance without prior notice.
- Violation of the code of conduct set forth in section 5 above will constitute grounds for automatic termination of this contract.
- If you leave the company in span of Less than 1 month (30 Days) from your DOJ, you will not be entitled for any dues from the Company for the days that you have worked.

8. Grievances

If you have any grievances to your employment, you should raise it either orally or in writing to the Facilities Department or the Department, which has been identified for the said purpose or in the event of the matter not being settled at this level, with the CEO.

9. Rules, Procedure, Policies & Benefits:

- The Company has established rules, procedures and policies which from time to time are subject to amendments and additions /alteration and amendments to them under an obligation to comply with all rules, procedure and policies lay you down. Such rules, procedure, policies and benefits are available for inspection with facilities and administration departments during office hours. The Company shall endeavour to provide you with information on these items, but it is your obligation to inquire on a regular basis as to their status.
- The Employee, on joining the Company, undertook to stay in employment of the Company for a minimum period of 1 year (12 Months) and 15 days' notice period to the Company in case he/she wants to leave the company in consideration of which, the Company will not be charged the cost of training from him/her.
- The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.
- The Employee, as part of the consideration for the training efforts and costs involved, agreed to sign a bond for not leaving the services of the Company.
- The Employee acknowledges that substantial costs have been invested on training them Specifically for effectively handling the job responsibilities and, any discontinuance of the Employment before the expiry of the 2 months term would unfairly prejudice the company, and as such, the Employee undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of One Year (12 Months) from the date of his/her joining services of the Company.
- In case the Employee, for any reason, leaves the services of the Company before the said period of 2 months, then he/she shall forthwith pay a sum of INR 50,000/- (Rupees fifty Thousand only) being the indemnification of the cost of training to the Company. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company and at the same time company has full right to initiate appropriate legal proceeding against the Employee.

10. Company's Confidential Materials

- In the performance of the employee's job duties with the company, the Employee will be exposed to Company's confidential information. "Confidential information" means information or material that is commercially valuable to the company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:
- Technical information concerning the Company's products and services, including products and services, including product know-how, formulas, designs, diagram, software code, test results, processes, invention, research project and product development, technical memoranda, Edits and correspondence
- Information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and supplier lists and supplier information and advertising strategies, Information concerning the Company's employees, including salaries, strengths, weaknesses and skills;
- Information submitted by the Company's customers, suppliers, employees, consultants or Coventurer partner with company for study, evaluation or use; and Any other information not generally known to the public which, if misused or disclosed, could reasonably be to adversely affect the Company's business

11. Nondisclosure of Confidential Material

- The employee shall keep the Company's information, whether or not prepared to develop by the Employee, in the strictest confidence. The Employee will not disclose such information to anyone outside the company without the Company's prior written consent. Nor will the Employee make use of any confidential information for the employee's own purpose or the benefit of anyone other than the Company.
- However, the Employee shall have no obligation to treat as confidential any information which Was in Employee's possession or known to Employees, without an obligation to keep it Confidential, before such information was disclosed to Employee by Company, or becomes public knowledge through a source other Employee and through no fault of Employee; Is or became lawfully available to Employee from a source other than the Company.

12. Intellectual Property

When the Employee's employment with the Company ends, for whatever reason, the Employee will promptly deliver to the Company, all originals and copies of documents, records, software programs, media and other material containing any Confidential Information. The Employee will also return to the Company all equipment's, files, software programs and personal property belonging to the Company.

13. Confidentiality Obligation Survives Employment

General Provisions

- **Relationships:** Nothing contained in this agreement shall be deemed to make the Employee a partner or joint venture of company for any purpose.
- **Severability:** If a court finds any provision of this agreement invalid or unenforceable the remainder of this agreement shall be interpreted so as best to affect the intent of the Company and the Employee.
- **Integration:** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing signed by both the Company and the Employee.
- **Waiver:** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of the agreement may cause the Company irreparable harm, the amount of which may be difficult to ascertain and therefore the Employee agrees that the Company shall have the right to apply to a court of competence jurisdiction for an order enjoining any such further misappropriation and for such other relief as the Company deems appropriate. This right is to be in addition to the remedies otherwise available to companies.
- **Indemnity:** The Employee agrees to indemnify the Company against any and all losses, damages, claims or expenses incurred or suffered by the Company as a result of the Employee's breach of this Agreement.
- **Attorney Fees and Expenses:** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- **Governing Law:** This Agreement shall be governed in accordance with the laws of the state of Uttar Pradesh.
- **Jurisdiction:** The Employee consents to the exclusive jurisdiction and venue of the district and state courts located in Noida City in any action arising out of or relating

to this Agreement. The employee waives any other venue to which the Employee might be entitled by domicile or otherwise.

- **Successors and Assigns:** This Agreement shall bind each party's heir's successors and assigns. The Company may assign this Agreement to any party at any time. The employee shall not assign any of his or her rights or obligations under this agreement without the Company's prior written consent.

Any assignment or transfer in violation of this section shall be void.

Stamp & SIGNATURE:



ANNEXURE II: Conditions of Employment This offer of employment is subject to the following:

Probation, Confirmation, Termination and Resignation:

- During the probation/extended probation period, your services can be terminated without any notice for any unforeseen circumstances.
- You will not make any group against the company and will not leave company in group. You will also not open/start similar activity company within 6 months from the date of leaving/termination/absconding from the company.
- You will be posted at any location and any shift to be decided by the company time to time. The company may assign you any work for any duration at any time.
- Salary is being prepared from 1st of starting month to the last working day of the month and salary distribution date is 7th day of every month in normal circumstances.
- Please note that in the event of finding any information or furnished in the documents to be false or incorrect or in case any document submitted by you is found to be forged or fabricated, the offer of employment will immediately be terminated and legal action, as deemed necessary will also be initiated. Please also note that in case any loss or damage is caused to the organization on account of submission of false information/forged documents

or any damage is caused to the organization, due to false commitment made by you to any outsiders, you will remain responsible for making good the loss suffered by the organization.

We wish you all the very best and look forward to working with you.

Signature of the Candidate

Name: Amar Malik

Date: 13/03/2023