

**HR/F/7**

**APPOINTMENT LETTER**

Agreement made, effective as of 5<sup>th</sup> July, 2022, by and between M/s Planon Software Services Private Limited, having its Registered office at Plot#564/A39, Phase III, Road No: 92, Jubilee Hills, Hyderabad –33.Telangana, India, referred to in this agreement as employer, and Ms. Vedika Valmik Warghade, D/o Mr. Valmik Dhondiba Warghade, resident of At - Bakori, Taluka Haveli, Kesnand Road, Bakori, Wagholi, Pune - 412207, India referred to in this agreement as employee.

**RECITALS**

A. Employee has been engaged and has had a great deal of experience in the above-designated business.

B. Employee is willing to be employed by employer, and employer is willing to employ the employee, on the terms, covenants, and conditions set forth in this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

**SECTION ONE.  
EMPLOYMENT**

A. Employer employs, engages, and hires employee as ***‘Associate Multimedia Designer’*** and developing, altering, making, creating and other related activities of Computer Software Projects and employee accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer.

B. Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses 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 the employee from time to time by employer.

C. Employee will be on probation for a period of 3 months. Employee performance and progress will be reviewed at the end of the probation period. Based on his/her performance, employee will be confirmed on regular employment.

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D. If the performance of the employee is not to the expectation of the employer during the probationary period of 3 months, the employer may terminate the services of the employee at any time during the probationary period without any notice or pay in lieu of notice.

**SECTION TWO.  
BEST EFFORTS OF EMPLOYEE**

Employee agrees that *he* will at all times faithfully, industriously, and to the best of *his* ability, experience, and talents, perform all of the duties that may be required of and from *his* pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of employer. Such duties shall be rendered at Plot# 564/A39, Phase III, Road no. 92, Jubilee Hills, Hyderabad – 33.Telangana, and at such other place or places as employer shall in good faith require or as the interest, needs, business, or opportunity of employer shall require.

**SECTION THREE.  
COMPENSATION OF EMPLOYEE**

A. The Employer shall pay employee, and employee shall accept from Employer, an employee shall be paid a total compensation of Rs.9,16,000/- per annum (Rupees Nine Lakh And Sixteen Thousand only).The details of your salary is provided in the annexure enclosed.

Salary shall be paid for the concluding month on or before 7th of the succeeding month.

B. Employee would be covered under Group medical insurance, the coverage details are as follows:

- 1) Hospitalization – Rs.5.0Lakhs
- 2) Group personal accident – Rs.25.0Lakhs

C. That the Employer is hereby authorized to make the statutory deductions such as Income Tax, Provident Fund, Professional Tax, etc. on behalf of the Second Party from the salary.

D. Employee has to maintain his/her salary strictly confidential, any breach of this confidentiality will be viewed with utmost seriousness.

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**SECTION FOUR.  
RECOMMENDATIONS FOR IMPROVING OPERATIONS**

Employee shall make available to employer all information of which employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to employer and employee.

**SECTION FIVE.  
TRADE SECRETS**

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of employer, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, employer and employee specifically and expressly stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of employer, and employer's good will, and that any breach of the terms of this section shall be a material breach of this agreement.  
(Refer Enclosure: Nondisclosure Agreement)

**SECTION SIX.  
TRADE SECRETS AFTER TERMINATION OF EMPLOYMENT**

All of the terms of Section Five of this agreement shall remain in full force and effect

- A) For the period of 5 years after termination of employee's employment other than source code
- B) For Source Code it is 20 years

During such period, employee shall not make or permit the making of any public announcement or statement of any kind that *he/she* was formerly employed by or connected with employer.

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**SECTION SEVEN  
EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**

In spite of anything contained in this agreement to the contrary, employee shall not have the right to make any contracts or commitments for or on behalf of employer without first obtaining the express written consent of employer.

**SECTION EIGHT  
VACATION**

Employee shall be entitled to 25 days of paid vacation each year during the term of this agreement, the time for such vacation to be determined by mutual agreement between employer and employee. Employee is entitled for other leaves as per the company's rules that are in force from time to time.

**SECTION NINE  
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION TEN  
INTELLECTUAL PROPERTY RIGHTS PROTECTION**

If during the continuance of his/her employment with the Company and whether or not during the employee's hours of employment or with the use of the Company's facilities, materials, or personnel, the employee either alone or jointly with any other person or persons conceives, makes or devises any invention, discovery, process or improvement (whether patentable or not) or compiles any data relating to any research, development, technique, or project now or hereafter used, made or dealt in by the Company or which may be substituted for or used in conjunction with any research, development, technique, method hereafter used, made or dealt in by the Company or suggested by or resulting from any task assigned to the employee for or on behalf of the Company, the Company shall be the first owner of the copyright / patent rights over the same and the following provisions shall have effect.

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The employee shall disclose truly and fully to the Company such invention, discovery, process, improvement of data and shall deliver to the Company a complete description of the nature of any such invention or process or improvement and the mode of performing operating and using the same and all papers, working drawings, statistics, formula or specifications relating thereto which may be in his control ; possession, power or custody.

The employee hereby assigns and agrees to assign to the Company or its nominees, their successors or assignees, all his rights to inventions, improvements and ideas which during the continuance of his employment with the Company/training in abroad he has made or conceived or may make or conceive either solely or jointly with others, in the course of his employment period or relating to any subject matter with which his work for the Company is or may be concerned or relating to any business in which the Company or any of its subsidiary or affiliated companies is involved and the employee shall, if and whenever required by the Company, execute, acknowledge and deliver all such papers and documents and do and perform all such acts, deeds and things as may be necessary, desirable or requisite in the opinion of the Company for enabling the Company to make applicant on for obtaining and registering letters patent / Copy Right in India and in any and all other countries and for publishing or otherwise protecting the said inventions, improvements, ideas and any letters patent that have been obtained in respect thereof absolutely in the Company or its nominee, successors or assignees. And the employee shall render all such assistance and cooperation to the Company may from time to time require in any litigation or proceedings involving the said inventions, improvements, ideas and letters patent that may have been obtained in respect thereof.

All expenses in connection with the patenting and maintenance of patent rights on any such invention, discovery, processes or improvements shall be born and paid by the Company and all profits and benefits accruing there from howsoever and whensoever's derived shall belong to the Company during the whole currency of the patent or any renewal thereof notwithstanding the termination for any reason of the employee's employment with the Company.

The employee shall have no personal right, whatsoever into or in respect of the use of any such invention, discovery, improvement, process or data, whether during the continuance or after the cessation of the employee's employment with the Company and the Company shall have exclusive right and ownership over the same.

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**SECTION ELEVEN  
TERMINATION**

A. This agreement may be terminated by either party on Two Month written notice to the other. If employer shall so terminate this agreement, employee shall be entitled to compensation for Two Month Salary.

B. In the event of any violation by employee of any of the terms of this agreement, employer may terminate employment without notice and with compensation to employee only to the date of such termination.

I hereby confirm my date of joining as..... with acceptance of the terms and conditions of the appointment letter.

In witness of the above, each party to this agreement has caused it to be executed from the date of issue of this letter as indicated below.



**P. Jyothi**  
**HR Advisor**

*Signature of the Employee*