



K.Karthik Kumar,
(IIT) Kadapa.

12th Feb, 2019

Mobile: 6303992789

Dear karthik,

Sub: **Letter of Appointment and Internship**

We are pleased to offer you appointment as "Jr. QA Engineer " with our Company on the terms and conditions incorporated in the Service Agreement, which is herewith enclosed. Please sign the Service Agreement as well as the clause of acceptance here under as your acceptance of our offer.

The contract of Internship will commence from the date of joining and will be in operation till 4 months.

During the Period of Internship you will be paid a stipend of **15,000 rupees** per month. And you will not be eligible for vacation time during the internship period. Upon full time conversion effective 1st July, 2019 your gross remuneration per annum will be **3,00,000 (Three Lakh Rupees only)**. Your remuneration structure is personal to you and should not be disclosed or discussed with others. Your expected start date will be **18th Feb 2019**.

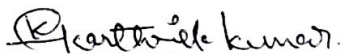
Please note that during the course of your Internship at Vassar Labs, you might be required to work at any place in the world depending on project needs.

We wish you a rewarding and exciting career with **Vassar Labs**.

Yours Sincerely,
For **Vassar Labs Pvt Ltd**

Authorized Signatory

I hereby accept the above offer of appointment as per the terms and conditions of the enclosed Service Agreement and I am hereunder signing as token of my acceptance of the Service Agreement.



(Employee)

Date: 13-02-2019



SERVICE AGREEMENT

This Service Agreement is made and executed on this 12th Feb, 2019 by and between Vassar Labs IT Solutions Pvt Ltd.

(Here in after referred to as the "Employer" which term shall mean and include all its legal representatives, attorneys, administrators, successors in interest and assignees etc.)

And

K.Karthik Kumar,
(Here in after referred to "Employee")

Whereas the Employer and Employee agreed to set forth in writing the following terms and conditions of the employment of the Employee.

Now this Agreement of Service Witnessed as under: -

1. The Employer agrees to employ the Employee and the Employee accepts such employment on the terms and conditions set forth in this agreement. This agreement shall come into operation from the date on which both parties sign it.
2. Income tax and other statutory deductions from the above remuneration will be as per the Rules and Regulations of Income Tax Act and other laws and as applicable to the Employee's remuneration.
3. During the currency of this contract the employee shall not take up any other assignment, with or without remuneration, under any other employer and shall work exclusively and full time for the employer.
4. The office working hours shall be from 10.00AM to 7.00PM with a half an hour lunch break and the working days are from Monday to Friday. However due to nature of the business, working hours are flexible and the Employee might be required to work necessary hours in order to complete his/her assigned work.
5. The Employee agrees and represents to the Employer that he/she is not subject to any existing contract, which would affect or impede the Employee's liability to perform in accordance with the terms of this agreement.
6. The Employer has acquired and developed and will continue to acquire and develop intellectual property which include systems and procedures, Source Code, business and financial data, credit information in relation to the customers containing their names, addresses, business habits, sales reports, price lists and other information. (all of the foregoing being referred to as the "Proprietary Information")

7. The Proprietary Information is confidential, important and unique to the Employer's business. The Employer and the Employee acknowledge that the said Proprietary Information represents trade secrets of the Employer. If the employee divulges any such proprietary information to any third person, the employer hereby reserves his right to terminate this agreement.

8. The Employee, for a period of four (4) years from the date of disassociation with the Employer, shall not at any time, directly or indirectly, carry on in any territory any business which competes directly or indirectly with the business of the Employer nor be concerned or interested in any such business in any capacity whatsoever, including, inter alia, as a shareholder, partner, officer, employee or consultant.

9. The Employee shall use his Endeavour to promote and develop the business of the Employer and shall not, directly or indirectly, for a period of five (5) years from the date of their disassociation from the Employer

9.1. Solicit or attempt in any manner to solicit, any business from (i) any existing customer/ client of the Employer, or (ii) any person whom the Employer has contacted or otherwise dealt with, as long as the Employer is engaged in such business;

9.2. Induce or attempt to persuade any person, who is an existing or potential customer/client of the Employer, to cease doing business or to reduce the amount of business which such person has customarily done or might propose doing with the Employer.

9.3. Employ, solicit, incite, canvass, or assist any person to employ, any person who is in the employment of the Employer (including any person who was an employee at any time during the preceding one year)

10. The Employee agrees to keep all Proprietary Information confidential. The Employee agrees to refrain from communicating or divulging any of the Propriety Information to any person, firm or company during the course of employment and for a period of 3 years following the termination of this agreement for any reason whatsoever.

11. The Employer has acquired, and, during the term of employment the Employee will acquire much similar information about the business of the employer's customers in the same manner and under the same restrictions as said above.

12. On termination of this contract, Employee will immediately surrender to the Employer before release from the employment, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc., belonging to the Employer or relating to Employer's business. And, shall not make or retain any copies of these items. The above terms and conditions are subject to policy of Employer.



13. If any dispute arises between the Employer and Employee under this agreement the courts at Hyderabad/Secunderabad will have jurisdiction.

Employee Name: K.Karthik Kumar,

Signature: Karthik Kumar Date: 13-02-2019