



19th May 2021

Letter of Appointment

Dear Sayan,

This is about your application and subsequent interviews you have had with us. We are pleased to offer you the position of **“Software Development Associate”** in our organization **Biorev LLC, Head office at Dallas, United States of America**. You will be working at **Biorev Studios Pvt Ltd** is based in **Plot No. IT-C-6 Sebiz Square IT Park Road, Sector 67, Sahibzada Ajit Singh Nagar, Punjab 160062** with effect from **17th May, 2021** on the following terms and conditions.

You are expected to work for 6 days a week (Alternative Saturday OFF) subject to change by the company. You should inform your non availability in advance. During the course of your employment with Biorev Studios Private Limited, you will be required to abide by Biorev’s code of conduct as detailed out in **Annexure A**.

Due to current situation, you have to work from home and reporting to Mohali Office once the current situation is better subject to change by the Company.

Non-compliance to the code of conduct will lead to termination without notice and the management may (depending on the nature of violation) proceed with legal lawsuit.

Your appointment is with effect from the date of your joining which should not be later than **17th May, 2021**.

1. Scope of work:

- Determine and define project scope and objectives
- Researching, designing, implementing and managing software programs
- Testing and evaluating new programs.
- Identifying areas for modification in existing programs and subsequently developing these modifications.
- Writing and implementing efficient code.
- Determining operational practicality.
- Developing quality assurance procedures.
- Deploying software tools, processes and metrics.
- Maintaining and upgrading existing systems.
- Training user.
- Working closely with other developers, UX designers, business and systems analysts.

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2. **Compensation:**

The Company shall pay you a monthly consultancy & benefits as described in Annexure. The compensation is strictly confidential. While for initial 6 months, this appointment may be terminated by either side by giving seven days' notice, or seven days salary in lieu of notice period and after 6 months the notice period would be revised to 1 month from either side. The Last Working Date to be mutually decided with your immediate reporting manager in accordance to your dependency on the core tasks. You are advised to speak to your immediate reporting manager before sharing a resignation email to HR. You will be on probation for a period of Six months and deemed to be confirmed thereafter unless given in writing otherwise prior to the expiry of the probationary period. We will sit for a performance review after 6 months. Probation period could be extended on the basis of your performance.

3. **Place of posting:** Your daily work and responsibilities will be carried out at **Plot No. IT-C-6 Sebiz Square IT Park Road, Sector 67, Sahibzada Ajit Singh Nagar, Punjab 160062**. However, your services are liable to transferred, as the company reserves the right to transfer you, to any of its offices in India or outside India, which may exist, or which may be established in future. Currently, you are "WORKING FROM HOME" (WFH), you have to follow terms and conditions of WFH.

4. **Rules, Regulation and Office Orders:** You will be bound by rules, regulation and office orders enforce by the management from time to time in relation to conduct, discipline, medical leave, holidays or any matter, relating to service conditions which will be deemed as rules, regulations and orders in the part of these terms of employment, that are existing or amended from time to time.

5. **Responsibilities & Duties:** You will carry out activities assigned to you by the Senior Management of the company from time to time to achieve the targets of business plan and implementation of projects. You will be reporting to **Mr. Ankit Kumar and Mr. Jignesh Shah with Mr. Sagar Gupta**

6. **Liability :** That you shall be liable compensate the company for the entire loss suffered as to its business and goodwill in the event of the following circumstances

- In the event of your indulging in such activities or giving such undertaking or making a statement to a person or in public highly prejudicial to the interest of the company.
- In the event of stealing, misusing or misappropriating company's property or funds handled by you
- In the event of sharing defamatory comments against the company or higher management on social media.
- In the event of indulging in any illegal activity, which harm the reputation of the company in the market
- In the event of involve in making personal profit/gain by using the company's name.
- In the event of sharing company's data, information and project information to third person without the knowledge of the higher management.

7. **No simultaneously Employment:** While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

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**8. Leave:**

- a. Sick Leave / Casual Leave : You will be entitled to 12 days yearly including Probation period i.e. one sick leave per month allowed during Probation period.
- b. Privilege Leave : You will be entitled to 15 days paid leave each year after confirmation of probation period. During probation period any leave will be considered as unpaid.

9. TDS will be deducted as per under Section 192 and GST if any will be bearable by the employee.

10. **Confidentiality:** You shall maintain full confidentiality of all matters relating to the business affairs of the company and its branch offices.

11. **Termination:** The company shall have the right to terminate your employment upon the happening of any of the following:

- If you become of unsound mind
- Willful absence of duties for a period of 10 days without any intimation in writing.
- If you are convicted of any criminal offense
- If found guilty of sexual harassment at workplace
- If illegal possession of the company's property

In case the terms and conditions are acceptable to you please sign the duplicate of this letter in token of your having understood and accepted the same.

ACCEPTANCE

I have read and understood the above terms and conditions and I undertake to abide by them.

Dated: 19th May 2021

Place: Mohali

Signature of Employee
Sayan Das

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ANNEXURE

The Consultancy fees breakup is mentioned below:

1 USD = INR **73.3/-** - approx.

Annual/Monthly		
	Monthly (INR)	11 months (INR)
Consultancy fees		
Consultancy fees (US \$163 /- pm) approx.	12,000	1,32,000
Total	12,000	1,32,000

Important Note:

All income stated above is subject to applicable income Tax laws of India and it will be responsibility of the employee.

For Biorev LLC

Authorized Signatory

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A. HR Policies Code of Conduct

Company employee's /Contractors/ Vendors/ Suppliers are bound by their contract to follow our Employee Code of Conduct while performing their duties. We outline the components of our Code of Conduct below:

A1. Respect in the workplace

All employees' /Contractors/ Vendors/ Suppliers should respect their colleagues. We won't allow any kind of discriminatory behaviour, harassment or victimization. Employees should conform to our equal opportunity policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations.

A2. Protection of Company Property

All employees' /Contractors/ Vendors/ Suppliers should treat our company's property, whether material or intangible, should be used with caution. There must not be any wastage, misuse of company assets as it results in loss of company's profitability. All business assets shall be used only for the legitimate business purpose.

Employees/Contractors/ Vendors/ Suppliers:

- Shouldn't misuse company equipment or use it frivolously.
- Should respect all kinds of incorporeal property. This includes trademarks, copyright and other property (information, reports etc.) Employees should use them only to complete their job duties.
- Employee's /Contractors/ Vendors/ Suppliers should protect company facilities and other material property (e.g. company cars) from damage and vandalism, whenever possible.

A3 Professionalism

All Employees' /Contractors/ Vendors/ Suppliers must show integrity and professionalism in the workplace. All employees must behave professionally in their work and while dealing with other colleagues, customer, supplier etc. They are also expected to maintain integrity & honesty in all their work. Ethical and legal standards should be maintained in business. Employees must help the company to maintain an open and supportive environment. The employees must also try that there should not be any misrepresentation of facts.

A4. Equal Employment Opportunity

Being an equal opportunity employer means that we provide the same opportunities for hiring, advancement and benefits to everyone without discriminating due to protected characteristics but not limited to like:

- Age
- Gender
- Sexual orientation
- Ethnicity/ nationality
- Religion
- Disability
- Medical history

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What is an EEO policy?

We built our EEO (EQUAL EMPLOYEMENT OPPORTUNITY) policy around preventive and affirmative actions to ensure equal opportunity when hiring, training, evaluating performance, administering compensation and benefits and terminating employees. This list is not exhaustive.

Our HR department is responsible for assessing our processes company wide and ensuring they are bias-free. Whenever we find biases interfering, we will act immediately to refine our processes, train our people to combat their biases and protect possible victims of discrimination. We will give everyone the chance to work in an environment where their rights are respected.

Actions

To promote Equal Opportunity, we:

- [Use inclusive language in all signs, documents and webpages.]
- [Modify structures and facilities to accommodate people with disabilities.]
- [Provide parental leave and flexible work arrangement policies.]
- [Hire, train and evaluate /Contractors/ Vendors/ Suppliers through job-related criteria.]
- [Allow /Contractors/ Vendors/ Suppliers to take religious or national holidays that aren't included in our company's official schedule.]
- [Train everyone on communication and diversity.]
- [Implement open door practices so employees can report discrimination more easily.]

A5. Grievance Procedure

All supervisors and managers are responsible to enforce equal opportunity practices. Everyone should comply with our policy by treating others with respect. If you see or suspect that our EEO policies are being violated, feel free to inform HR immediately. Employees can address the offender directly. We will investigate promptly.

A6. Disciplinary Consequences

When someone discriminates, they will be subject to disciplinary action depending on the severity of their actions. For example, unintentionally offending a co-worker might warrant a reprimand, but harassing someone systematically might result in demotion or termination. No one is allowed under the code of conduct policy to take unfair advantage of anyone through manipulation, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

A7. Personal Appearance

All Employees' /Contractors/ Vendors/ Suppliers must follow our dress code and personal appearance guidelines. These dress code rules always apply:

- All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity aren't restricted.
- All clothes must be work-appropriate. Clothes that are typical in workouts and outdoor activities aren't allowed.
- All clothes must project professionalism. Clothes that are too revealing or inappropriate aren't allowed.
- All clothes must be clean and in good shape. Discernible rips, tears or holes aren't allowed.
- Employees must avoid clothes with stamps that are offensive or inappropriate.

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Disciplinary Consequences

When an employee's /Contractors/ Vendors/ Suppliers disregards our dress code, their supervisor should reprimand them. The employee should start respecting our dress code immediately. In some cases, supervisors may ask employee's /Contractors/ Vendors/ Suppliers to returning home to change.

Employee's /Contractors/ Vendors/ Suppliers may face more severe consequences up to and including termination, if:

- Their appearance causes irreparable damage, like loss of a major client.
- They repeatedly violate our dress code.

A8. Harassment

The Company is committed to providing an environment which is free from any kind of discrimination based on religion, caste, creed, marital status etc. Any kind of harassment on account of age, sex, religion, race, caste, physical disability, marital status, gender is strictly prohibited. Employees are responsible to take all necessary actions and steps in term of support or preventive actions. This is as per the code of conduct at work.

Any kind of harassment on account of age, sex, religion, race, caste, physical disability, marital status, gender is strictly prohibited. Any kind of harassment on account of age, sex, religion, race, caste, physical disability, marital status, gender is strictly prohibited. Employees are responsible to take all necessary actions and steps in term of support or preventive actions. This is as per the code of conduct at work.

A9. Corruption

We discourage employee's /Contractors/ Vendors/ Suppliers from accepting gifts from clients or partners. We prohibit briberies for the benefit of any external or internal party.

A10. Job duties and authority

As per the code of conduct at work all employees' /Contractors/ Vendors/ Suppliers must do their job with integrity, honesty and respect toward customers, stakeholders and the community. Supervisors and managers must have proper control over the power assigned to them. They mustn't abuse their authority. We expect them to delegate duties to their team members taking into account their competences and workload. Likewise, we expect team members to follow team leaders' instructions and complete their duties with skill and in a timely manner. We encourage mentoring throughout our company.

A11. Absenteeism and tardiness

Employee's /Contractors/ Vendors/ Suppliers should follow their schedules. We can make exceptions for occasions that prevent employee's /Contractors/ Vendors/ Suppliers from following standard working hours or days. But, generally, we expect employee's /Contractors/ Vendors/ Suppliers to be punctual when performing their duties. Absent from work/reporting without prior approval will lead to termination of this agreement.

A12. Conflict of interest

The employees are supposed to work at all times in company's interest. There should not be any conflict where in employee personal or professional interest interferes with the interest of the company. Employees are expected not to involve themselves in any other business or activity which may affect their working in the company

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We expect Employee's /Contractors/ Vendors/ Suppliers to avoid any personal, financial or other interests that might hinder their capability or willingness to perform their job duties.

Conflict of interest may also occur when an employee is involved in double employment or accepting gifts of very high value for personal gains which may create a situation of conflict of interest.

A13. Collaboration

Employee's /Contractors/ Vendors/ Suppliers should be friendly and collaborative. They should try not to disrupt the workplace or present obstacles to their colleagues' work.

A14. Communication

All Employees' /Contractors/ Vendors/ Suppliers must be open for communication with their colleagues, supervisors or team members.

A15. Benefits

We expect employee's /Contractors/ Vendors/ Suppliers to not abuse their employment/Association benefits. This can refer to time off, insurance, facilities, subscriptions or other benefits if applicable by laws and implemented by our company.

A16. Policies

All employees' /Contractors/ Vendors/ Suppliers should read and follow our company policies. If they have any questions, they should ask their managers or Human Resources (HR) department.

A17. Disciplinary actions

Our company may have to take disciplinary action against employee's /Contractors/ Vendors/ Suppliers who repeatedly or intentionally fail to follow our code of conduct. Disciplinary actions will vary depending on the violation.

Possible consequences include:

- Demotion.
- Reprimand.
- Suspension or termination for more serious offenses.
- Detraction of benefits for a definite or indefinite time.

We may take legal action in cases of corruption, theft, embezzlement or other unlawful behaviour.

A18. Revision of the policy

The company reserves the right to revise, modify any or all clauses of this policy depending upon demand of business.

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B Leave Policy

The objective of the leave policy is to give provision to the employees to balance their personal as well as professional life. The purpose of leave policy for employees is to lay guidelines regarding when to avail leave and the process to take leave with pay, leave without pay, Leave of absence policy and so on

B1. Guidelines for Leave Policy:

- Leave cannot be claimed as a matter of right. Any kind of leave can be granted or refused depending upon the business demands. Leave of absence from work without proper approval will call for disciplinary action.
- The calendar year for leave is from January to December.
- All leave record of the employees shall be maintained
- All leaves should be applied through e-mail to reporting manager, Operation Manager and HR before proceeding on leave. In case of emergency when leave cannot be applied in advance, telephonic intimation to the immediate reporting manager should be done and it must be regularized within 1 days of resuming duty
- An employee can avail Paid Leave depending upon the leave balance available to employee also Unpaid leave can be availed when leave balance is exhausted and employee is in need of leave on approval from immediate manager.
- Employees joining during course of year shall be subject to receive Leave on pro-rata basis in their leave account
- If an employee is absent continuously for 10 days beyond sanctioned leave with no information, in this case employee shall be considered to have left his/her employment on one's free will. HR will take action in this case. 'Warning letter' will be issued to the employee if he/she does not return within 10 days of expiry of sanctioned leave. If no response from employee within 3 days of issuance of warning letter from the said employee final termination letter will be issued in 3 days after issuance of warning letter.
- In case of prolonged illness or Leave of absence from work an employee is supposed to inform the immediate reporting manager at regular interval about their condition and most probable date of return. In absence of any communication from employee serious action can be taken by the company.
- Leave for coming year cannot be availed in the current year.
- In case of planned leave it is employee responsibility to apply for leave in advance (minimum 5 days before)

B2. Types of Leaves:

Week Offs-

There will be fixed Sundays off and alternative Saturdays OFF.

Holidays-

Holiday calendar will shared by HR department on/before starting of the new year

Earned Leaves-

- There are 15 Earned Leaves in a calendar year.
- Employees will be eligible for Earned Leave only after completion of probationary period. Earned leave for the period of probation will be credited to employees account on successful completion of Probationary period.

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- Earned Leave will be updated on a monthly basis for the leave earned during the month. It will be credited at the rate of 1.25 leave per month. For existing employees carried forward Earned Leave balance from previous year. Subjected to a maximum accumulation of 30 Earned Leaves.
- Leave application for Earned leave must reach reporting manger and HR department at least 5 days in advance.

For Example at the end of 6 months of probation period the total accumulated leaves in the account, provided no leaves availed during probation period, will be 13.5 (6- Sick leaves and 7.5- Earned leaves)

Sick Leaves-

- There are 12 Sick Leaves in a calendar year. It will be credited at the rate of 1 leave per month.
- Employees will be eligible for accumulated sick Leave only after completion of probationary period.
- If an employee is not using Sick Leave for a month will get accumulated in SL bank. This can be utilizing on the basis of emergency on obtaining medical proof, if applying for 2 or more sick leaves.
- Leave application for Sick Leave must reach reporting manager and HR department at least 1 hour in advance.

Sandwich Leave-

- It implies that when term holidays fall between two availed leaves then in that case they all merge together and they are considered as sandwich leaves. For example, Saturday & Sunday is an weekend of in a company and an employee takes Friday and Monday leave then i.e, Saturday & Sunday, the official holiday, will also be counted as a Sandwich leave making it a Four days.

Full and Final Settlement:

Full and Final Settlement will be completed within 45 days from the date of resignation including notice period. NDA/NCA to be signed off by the employees on the day of resignation or before the settlement of amount.

Current situation, work from Home Policy:

- It is the responsibility of the employee to designate a remote workspace, which is typically a space in the employee's home
- Employees working from a designated workspace will be expected to attend all essential meetings via video conference or by phone.
- Employees must follow their regular assigned work schedule, unless otherwise discussed with and approved by the employee's manager
- Employees working remotely are reminded that even if they are working from a designated workspace, they are bound by any confidentiality and/or security agreements including NDA /NCA they signed in connection with their employment with BIOREV LLC & BIOREV Studios Private Limited.
- The employee has to follow tracking system such as Hub staff or other application provided by the Company, Following terms and conditions of Hubstaff will be applicable :

1. User and ID to be given to the employee
2. **Time: 9.30 am to 6:30 pm (Subject to change after discussions with employee).**
3. The employee has to log in and click on their project activity
4. Minimum of 9 hours (including lunch and break of 1 hour), i.e. 8 hours and more than 50% of activity required.
5. If during the day reports show less than 8 hours and less than 50% activity then it will be absent for the day and unpaid salary (as per terms and condition of agreement)

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C Attendance Policy

Punctuality is important for normal and smooth functioning of the organization. Arriving Late, excess absenteeism disrupts normal working of organization.

The attendance will be mark by Hubstaff hours.

Shift Timing: 9 hours including break

Morning Shift: 9:30 am – 6:30 pm (shift can be changed after discussion with the employee).

Buffer/ Grace Time: 15 mins

- Any punch in after grace time will be consider as “Late Coming”
- After 3 Late comings all latest will be consider as Half Day
- Any kind of change in the shift must be prior approved by management in mail.

Declaration

My signature below acknowledges that I have read and understand the attached “Code of Conduct” policy statement and that, unless otherwise indicated (in the “Notes” below), I am not now engaged in nor am I planning to engage in any activities that would be considered the violation of Code of Conduct.

Date: 19th May 2021

Signature:

Name: **Sayan Das**