



QUINTESSENCE
SOFTWARE
PRIVATE
LIMITED

21st August, 2019
Ref No : AL-19082101

To,
Yogesh Parshuram Bagave,
Kalyan. Mumbai .

Dear Yogesh,

Sub : Letter of Appointment.

We are pleased to appoint you in our Organization as a **Trainee Software Programmer** – on platform **PHP - Symfony** with the following terms and conditions. You will be on training cum probation for a period of 6 months. The probation period may be extended or reduced accordingly as per your performance. You are required to abide by the following and understand the gist of what is required of you.

Role

As a Trainee Software Programmer you will be primarily required to develop software under the guidance of your superiors as per the set standards of the Company.

1. In addition you will also be required to make service visits to our clients premises to service the software, install it, debug it, customize it, hold discussions, conduct demonstrations or make presentations, discuss the system to understand it, conduct a system study or to make any other corrections or to rectify any errors in the system or software or to train the clients on how to use the software, etc.
2. During each project nearing completion you will be required to document the project as per the set standards of our company.
3. When you are adequately experienced you may be required to train or assist new entrants/programmers in our company or debug their programs just as others will be assisting you when you are new.
4. It may be required of you to upgrade your technical knowledge and skills from time to time as per the latest requirements and trends of the software industry or as per the requirements of our clients.
5. All work done by you during your tenure including any inventions which may be accidental or out of the result of conducting such study or research singly or jointly with other team members. Any programs or source codes whether compiled or not which may be written by you in part or in full which may be Intellectual Property or any other material or document in written, digital or electronic form will be the exclusive property of the company and all such rights will rest exclusively with the company. You will have no rights to claim for the same whatsoever. You will also have no rights to sell or resell such source code, material/s, document/s, data, program/s or Intellectual Property in part or in full in any form to any person, body individual or any other entity whether our competitor or not.



Data Security and related issues

6. You must understand that our Company deals with sensitive systems and data of Indian Government Intelligence agencies like DRI, SIIB, R&I, CIU, DGCEJ, NCB, DGOV and other agencies. Being staff of our company you may be given access to such systems and information. You will in no way part with such information whether for a consideration or for any return favour or otherwise. We require you to deal with such information in full confidentiality and secrecy. Revealing such information or having a hand in leaking out such information directly or indirectly to any person including the Press can result in immediate termination of your services without compensation. On such issues there will be absolutely no compromise.
7. We require that information, data and systems of all our clients are in no way to be misused or revealed to others by you directly or indirectly. You may have access to information/ data on Credit Card/ Debit/ATM card nos., bank account nos., Monetary and Credit Policy of RBI before the release date, etc. of our banking industry clients. You are not allowed to reveal it to any party or person, sell it or misuse it to commit any fraud for financial gains, etc. Even having a hand in this will result in immediate termination without compensation whether proved guilty or not.
8. Source codes will in no way be retained by you after termination as it is the property of the company. It will be your duty to return all such property be it physical or intellectual that is in your possession to the company or wherever you have access to the same.
9. You will be governed by the Company's rules and regulations as may be applicable from time to time in respect of all matters not provided for in this letter. The Company's decision on such matters shall be binding on you.

Emoluments/Pay.

10. You will be paid a stipend i.e. a total sum of Rs. 6000/- (Rs. Six thousand only) per month, which will be paid after deduction of taxes under applicable Government Laws. Break-up of the pay will be as per the Company rules and policy.
11. In addition to the salary, Performance Bonus may be paid to you for completion of critical projects on time/ extra work put in on a project/ creative and innovative methods being introduced or any other achievement that the management may seem fit. You will be eligible for such Performance Bonus after you complete the probation period.
12. Salary is currently disbursed on the 5th of the next month. This may be subject to change as per the company policy which may be amended from time to time.

General Non Compete Clause

13. During employment you will be introduced to our Clients' and their software vendors. You will not accept any offers made for employment directly by our Clients' or through their subsidiary or the Clients' vendors or the vendors of the Client's subsidiary, for a period of two years from your termination of service with Quintessence Software Pvt. Ltd. Failing which you have to compensate Quintessence Software Pvt. Ltd with an amount equivalent to 25 times of your last drawn pay. In addition you will also be liable to reimburse all Legal Expenses and other incidental expenses incurred by Quintessence Software Pvt. Ltd. to recover such compensation from you.
14. During the course of your employment and up to two years of termination of service with Quintessence Software Pvt. Ltd. you will not act as a Private Consultant to any of our Clients' or their subsidiaries or any of the Clients' vendors or the vendors of the Clients' subsidiary. Failing which you have to compensate Quintessence Software Pvt. Ltd with



- an amount equivalent to 25 times your last drawn pay. In addition you will also be liable to reimburse all Legal Expenses and other incidental expenses incurred by Quintessence Software Pvt. Ltd. to recover such compensation from you.
15. In the event that you are found to be passing on any business information to our competitors for monetary gains or otherwise, your services will be terminated with immediate effect without any compensation or notice period.
 16. Any disputes will be subject to Mumbai Jurisdiction only.

Leaves and Others

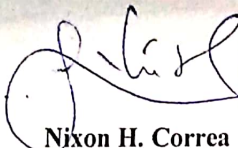
17. You will not be entitled for any leave for a period of six months. Thereafter leave will be permitted as per company rules and policy.
18. You will be on probation for 6 months and during that period your performance will be observed periodically. In case your performance is not satisfactory the Company may give you some time for improvement. During the probation period, in case your performance is consistently unsatisfactory your services may be terminated without a months notice or without salary compensation if need may be.
19. Office working hours are currently Monday to Saturday 10.00 am. to 6.30 pm. which may extend due to project deadlines and Client commitments. The office working days and working hours are subject to change as per Company policy.
20. Increments will be given yearly on the basis of performance only as per the rules and regulations of the Company.
21. Either yourself or the Company can terminate your employment by giving one month's notice to the other in writing or salary in lieu thereof at the company discretion.
22. You will not sign or issue any documents fraudulently to any third party in the name of the Company, for the Company or on behalf of the Company unless specifically authorized.
23. During your tenure as an employee of the Company you will devote your full time to this job. You will not take up any other paid or unpaid, part or full time jobs or job works or on contract jobs or projects or operate any kind of business whether related to the software industry or not. You are required to devote your full time to this job.
24. You will be currently posted in Mumbai- Andheri East which is the only office of the Company as of date. However the Company reserves the right to move your place of work to a Clients place temporarily/permanently or in the event of the Company shifting its office premises or opening new branch offices or Point of service centers. The Company reserves the right to post you at other locations as the management may find it best suitable for the benefit and growth of the Company.
25. All documents submitted by you and information given by you to the Company for the job during and after the interview is taken in good faith. In the event of the Company learning that any information provided by yourself is false or incorrect or that the documents are forged or not genuine and were only submitted with the intention to defraud the Company for obtaining the said post, your services will be liable to be terminated without any notice period or compensation.
26. You are required to submit copies of all documents like proof of educational qualifications, last pay slip in previous company, relieving letter, work experience certificate, pan card copy, photograph, address proof, etc and other relevant documents within 20 working days.
27. All decisions of the management will be binding on you and disputes if any will be subject to Mumbai jurisdiction only.



28. With Clients and otherwise, we expect you to conduct yourself in a dignified and professional manner to upkeep the name and reputation of our Company.
29. Kindly note that you are required to sign the copy of this letter as a confirmation of you having understood all the terms and conditions of employment mentioned in this letter and acceptance of the same and return it to us immediately.
30. You are required to join our organization on or before 23rd August, 2019.

A list of documents to be submitted at the time of joining is given for your information. We look forward to your contribution to the organization and hope that we will have a mutually fulfilling relationship.

Thanking you,
Yours truly,


Nixon H. Correa
(Director)



I have read and understood all the terms and conditions of the appointment and would like to confirm my acceptance of the same.

Signature
Name :
Date and Place : 23.08.2019 Mumbai

Documents to be provided on joining

- 1) Recent passport size photograph
- 2) PAN Card Copy(if any)
- 3) Address Proof
- 4) Relieving letter from Previous Company.(if any)
- 5) Last Pay Slip (if any)
- 6) Experience Certificates.
- 7) Copies of Educational qualification certificates.