

**Ceremony Venue Pvt. Ltd.**

Date: 30th December, 2017

**To Whom It May Concern,**

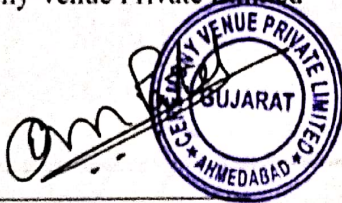
It is my pleasure to recommend Arpita Shah for employment with your organization. Arpita worked as a Human Resources Executive for four months in HR department at Ceremony Venue Private Limited. During that time, Arpita has diverse responsibilities. She reviewed resumes to identify qualified employment candidates, conducted preliminary applicant interviews, and documented policy decisions for distribution to management. She is both very bright and quite motivated. I am confident that she will devote herself to a position with your organization with a high degree of diligence.

Arpita is bright, articulate, and hard working. Her enthusiasm for the job comes through in all she does. She has a positive attitude that makes her a pleasure to work with and is one of the reasons she was so well-liked by her co-workers.

I highly recommend Arpita for any job she is considering in the Human Resources field. I am confident that she will establish productive relationships with your staff and constituents. If you have further questions, please do not hesitate to contact us.

We wish Arpita very all the best for their future growth and their success to achieve their goal.

For, Ceremony Venue Private Limited



Signature of Authorized Officer

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102, Kamal Complex, Opp. State Bank of India, Nr. Stadium Circle, C.G. Road, Navrangpura,  
Ahmedabad, Gujarat PIN-380009

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✉ CeremonyVenues@gmail.com

🌐 CeremonyVenues.com



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To,  
Arpita Mehta,  
Vadodara.

**SUBJECT: OFFER LETTER**

Dear Arpita Mehta,

With reference to your application and subsequent discussion we had with you, we are pleased to offer you the post of a **HR Executive**.

The terms and conditions are mutually discussed and agreed with you and your remuneration would be as per our discussion.

We are looking forward to your joining on **Tuesday 8<sup>th</sup> May 2018**. A detailed Appointment Letter will be issued to you once you will join the organization. Please bring copies of the following documents at the time of your joining:

1. Copy of technical Certifications/training attended
2. Academic Certificates
3. Appointment letter of previous employer
4. Relieving Certificate/Resignation of previous employer
5. Salary Certificate
6. Two recent passport size photographs
7. Proof of residential address (permanent as well as place of stay), if the two are different

It is mandatory to submit all the above-mentioned documents at the time of your joining. Please note that as a company policy we will be doing background verification on the information furnished by you. Your Appointment will be subject to receiving a clean certificate from the investigating agency.

Please sign the Duplicate copy of letter as token of your acceptance.

For

Byte Web IT solutions Pvt Ltd



### EMPLOYEE CONTRACT

Dear **Arpita Mehta**,

The following constitutes the employment contract between **BYTEWEB IT SOLUTIONS P LTD**, Employer and **Arpita Mehta**, Employee.

You shall devote your full time and best efforts to the activities laid out in your job description and perform these activities to the best of your ability. The starting job title for your employment is **HR Executive**.

You will be compensated on a salary basis. Your starting salary will be **INR 12,000 monthly** now. Your employment starts from **Tuesday 8<sup>th</sup> May 2018**. Your Probation period is first **4 months**. Your employment may be terminated by either party upon written **45 days'** notice after successfully completion of legal Bond.

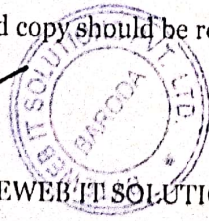
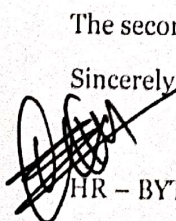
**As a condition of accepting this contract, you are required to understand and agree to the following provisions:**

- 01.** During my employment, I will not independently accept, or work on any project assignments for payment.
- 02.** During my employment or thereafter at any time, I will not disclose to other or use for my own benefit any trade secrets or confidential information pertaining to the business activities of **BYTEWEB IT SOLUTIONS P. LTD**. Or its clients.
- 03.** During my employment, I will not copy for me personal use any of the electronic files of **BYTEWEB IT SOLUTIONS P LTD**. Or any electronic files, including software programs and any licenced document to **BYTEWEB IT SOLUTIONS P LTD** for its exclusive use.
- 04.** Upon termination of employment for any cause whatsoever, I will not continue to work on assignments that I began at **BYTEWEB IT SOLUTIONS P LTD**.
- 05.** Upon termination of employment for any cause whatsoever, I will not solicit or accept work from any individual or firm that has been a client of **BYTEWEB IT SOLUTIONS P LTD**. Within the past year.
- 06.** Upon termination of employment for any cause whatsoever, I will surrender to **BYTEWEB IT SOLUTIONS P LTD**. in good condition any and all records in my possession regarding the company's business, suppliers, prospects and clients. Further I will not make or retain copies of these records.

**If I signed, this becomes a legally binding agreement. One copy shall be placed in your employment file.**

The second copy should be retained by the employee.

Sincerely,



HR – **BYTEWEB IT SOLUTIONS PRIVATE LIMITED**.

I fully understand and agree to the above-mentioned employment requirements.

Signature of Employee

Date:

Place:

**Byteweb IT Solutions Private Limited**  
C806 Manubhai Tower, Near Payal Complex Opp,  
Maharaja Sayajirao University, Vadodara,  
Gujarat 390005

Date - 31<sup>st</sup> May 2020.

**To Whomsoever It May Concern**

This is to certify that **Ms. Arpita Mehta** was associated with our organization from **8<sup>th</sup> May 2018 to 31<sup>st</sup> May 2020** on service as **HR Executive** for a period of **2 Years**.

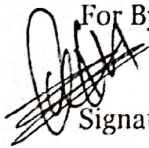
During her tenure with our company, we found him to be an active, sincere and hardworking person. He delivered all his duties with complete responsibility. Here are some of the key responsibilities that she shouldered during this association with our company.

- Managed everyday administrative work.
- Managed the process of recruitment which included framing job advertisements, reviewing and screening the applications as per job profiles and finalizing the process of appointment.
- Making all required correspondences related with appointment and conformation of new employees.
- Managing increment, transfer, appraisal, interviews, termination, entertainment of all the employees at different levels in the organization.

She has been a dedicated employee and managed all the roles with great effectiveness and efficiency.

Because of his hard work and commitment towards his job, we wish him all the success in her future endeavors.

For Byteweb IT Solutions Pvt Ltd,



Signature:

Your Truly,  
Varun Parikh



## Our Services

- ★ Website Designing and Development ★ Website Redesigning
- ★ Website Application & e-Commerce Solutions ★ Open Source Customization
- ★ Domain Registration and Hosting ★ Search Engine Optimization



**Megh Technologies**  
Inspired Technology

Ref: MT/2020/OL/368

Date: 07<sup>th</sup> July, 2020

### Offer for Employment

Dear Mrs. Arpita Mehta,

This has reference to your application and subsequent round of personal interviews you had with us; we are pleased to offer you the position of **Senior HR Executive** in our Organization.

You shall be required to join us on or before **05<sup>th</sup> August, 2020 at 09:30 am**, if you choose to accept this offer. The following documents (in original for verification, and a copy for submission with the company) should be submitted on the date of joining.

1. Latest resume
2. School leaving certificate, S.S.C. & H.S.C. mark-sheets
3. Qualified Degree / Diploma Certificate
4. Passport
5. Photo I.D. proof (PAN Card, Driving License, Election Card, etc.)
6. Address proof (Any of land-line telephone bill, electricity bill, ration card etc.)
7. 5 copies of passport size photographs in white background
8. If you have past experience,
  - a. Salary details sheet of past employer
  - b. Relieving letter / Experience letter, Appointment or contract letter of all employers that you have shown in your resume and this should indicate the employment tenure/dates, job title, and nature of work undertaken and / or any relative software used.

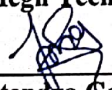
#### Note:

1. This offer is valid subject to clearance of background verification check.
2. Your point of contact will be **Ms. Dipali Chauhan** for your all joining related questions and queries on the day of joining.

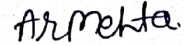
If the above said conditions are acceptable to you, kindly sign on the copy of this letter as a token of your acceptance and send it back to us.

Wish you a great success.

For Megh Technologies

  
\_\_\_\_\_  
**Dr. Jitendra Gandhi**  
(Vice President)

Received and Accepted



\_\_\_\_\_  
Name & Signature:

Date: 5<sup>th</sup> Aug. 2020.

Megh Technologies  
3-A, Dahiba Nagar, Manjalpur,  
Vadodara-390011, Gujarat, India.

P : 8000848749  
E : contact@meghtechnologies.com  
W : www.meghtechnologies.com



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## Our Services

- ★ Website Designing and Development ★ Website Redesigning
- ★ Website Application & e-Commerce Solutions ★ Open Source Customization
- ★ Domain Registration and Hosting ★ Search Engine Optimization



**Megh Technologies**  
Inspired Technology

Ref: MT/2020/AL/375

Date: 05<sup>th</sup> August, 2020

Mrs. Arpita Mehta,  
B/45 Marutidham Society,  
Behind Bright School,  
VIP Road, Karelbaug, Vadodara - 390018.

### SUBJECT: APPOINTMENT LETTER

Hello Mrs. Arpita Mehta,

This has reference to your application and subsequent round of personal interviews you had with us; we are pleased to offer you the position of **Senior HR Executive** in our Organization.

1. Your remuneration will be **18,000/- per month** and salary details if any is attached below.
2. During the course of your employment with Megh Technologies, you shall not take up any other employment or assignment elsewhere and shall devote your time and endeavours to sincerely and diligently discharge the duties entrusted to you
3. Your services are transferable to any other Office of the Company or Group in India/ Abroad or to any of its Associate/ Subsidiary Companies. The Company may also, in its sole discretion depute you to any Client/ Partner/ Vendor site anywhere in India or abroad.
4. You will be morally committed and lawfully responsible to successfully complete the projects and deliverables assigned to you
5. You shall be on probation for a period of 3 months from the date of your joining the Company's service. You shall continue being on probation till the Company provides such confirmation to you in writing, which will be at the sole discretion of the Company. Extension of probation period may be without any notice, as the Company may deem fit
6. During the probation period, this employment can be terminated by either party, by giving 15 days of notice or salary in lieu of the notice period. The Company shall decide in its sole discretion the option which you may exercise at the time of such termination.

After confirmation, notice period of 30 days or salary in lieu of the same will be applicable, which option shall be exercised subject to the sole discretion of the Company. The Company shall decide in its sole discretion the option which you may exercise at the time of such termination. The requirement of notice from the Company shall not arise in case the employee:

6.1. Indulges in any activity involving moral turpitude

AND/ OR

6.2. Unauthorised absence from the place of work for 7 consecutive days or more

AND/ OR

*Arpita Mehta*

Megh Technologies  
3-A, Dahiba Nagar, Manjalpur,  
Vadodara-390011, Gujarat, India.

P : 8000848749  
E : contact@meghtechnologies.com  
W : www.meghtechnologies.com



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- 6.3. Commits any act subversive of discipline or good behaviour  
 AND/ OR
- 6.4. Commits any act of fraud or dishonesty in connection with the Company's business or property  
 AND/ OR
- 6.5. For any other act of omission or commission not specifically provided but which are acts subversive of decency, discipline and morality according to normal human conduct or behaviour or are against the established practices of discipline in the Company  
 AND /OR
- 6.6. There is adverse report received about the employee from his/ her referee/s  
 AND / OR
- 6.7. Is found guilty of any incident or complaint of Sexual Harassment of any nature whatsoever.
7. Failure to abide by the decisions of the Company pursuant to Clauses 3 and 6 shall entitle the Company to deduct the requisite damages/disruption costs from your full and final settlement.
8. Subject to this employment being continued, you shall be superannuated on attaining the age of 58 years or as per the rules in force
9. You shall also be bound by:
- 9.1. Employees Agreement including but not limited to the Non-Disclosure Agreement;
  - 9.2. Confidentiality Agreement and Non-Competition Agreement;
  - 9.3. Code of Ethics;
  - 9.4. Leave Rules;
  - 9.5. The Prevention of Sexual Harassment at Workplace Policy
  - 9.6. Such other Rules and Regulations governing the employees employed with the Company, in force from time to time
- The rules and regulations governing your terms of employment are available on the Company's intranet communication system, accessible by all the employees engaged in the employment of the Company. Link to the said location is available with all employees and is available for perusal of all employees on 24/7 basis. It shall be your duty to access and monitor amendments, if any, to these rules and regulations. You shall be bound by and be governed by these rules and your acceptance of employment shall be deemed to mean and be construed as your acceptance of these terms and conditions and you shall be deemed to have waived the requirement of formal execution of these terms. Since the Company encourages paper less environment, such agreements and rules shall be deemed to have been accepted by you and shall be binding upon you
10. On matters not specifically mentioned herein, you shall be governed by the Rules of the Company in force from time to time as applicable to you

Armehta



## 11. Non-Competition

11.1. During the term of employment with the Company and for a period of three years following the Termination Date in case of Indian or International competitors, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function)

11.1.1. Solicit employment of or advise any other employee of the Company to terminate his contract or relationship with the Company or accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or,

11.1.2. Contact any of the existing or prospective clients of the Company, to entice such clients away from the Company or to damage in any way their business relationship with Company

11.2. The Company may relieve the Employee, in whole or in part, from complying with the provisions of this clause except to the extent that the Employee is relieved, in writing, from complying with this clause

11.3. Non – Compete agreement as hereby agreed shall also cover within their ambit all such Customers and Clients of the Company whom you have been introduced to, by the Company, during your course of employment with the Company.

## 12. Confidentiality

12.1. The Employee shall not disclose to any third party whatsoever, or use for any purpose whatsoever, any Confidential/ Proprietary Information of the Company or their Clients/ Vendors/ Contractors/ Employees, except for the purpose of discharging duties to the Company during the course of employment. That such bar shall apply to you after termination/resignation from the Company, for perpetuity.

12.2. Notwithstanding the aforesaid provisions of this Clause, the Employee may disclose Confidential Information where compelled to do so, by any government, judicial or quasi-judicial authority; if the Employee provides the Company with reasonable notice of any prospective disclosure and assists the Company in obtaining an exemption or protective order prevailing such disclosure

12.3. In case of breach of confidentiality except as stated in 11.2 herein above, the Company may take legal action against the Employee to protect its interest and also claim actual damages and expenses.

12.4. The agreement for confidentiality and Non – Compete as referred to in 11.1 shall also extend to the non – compete and confidentiality promise in relation to Company's customers, their business and know – how. You shall, whether during the term of the employment with the Company or thereafter, maintain absolute secrecy and confidentiality

Ar. Mehla



In relation to the information received while working for the Company's clients. As per industry practice, the Company will be bound by and required to execute Non - Compete and Confidentiality Agreements with its clients. You shall be bound by such contracts and the restrictions and covenants accepted therein, notwithstanding the fact that you may not be party to the same, to the extent; you are associated with such work, directly or otherwise. The Employees are aware of the industry practice and it is recommended that the employees are informed about these. The Employee recognises the fact that any breach of the terms agreed between the Company and its customer, by act, omission or negligence of the employee will make the employee liable for payment of liquidated damages, whether or not the Company suffers such damages and expressly undertakes to compensate the Company in such a situation.

12.5. During the term of employment and thereafter, the Employee undertakes not to use the name, logo, corporate or product name of the Company's client in any literature, CV, professional profile, personal memoranda or in any other form, demonstrating employee's experience or work profile, whether for seeking job or business or otherwise, in any form, whether verbal, written or by indirect expressions. The Company promises absolute assurance to its clients to maintain secrecy about client's business affairs including all information pertaining to the clients

13. You are liable to be transferred from one location to another or from one of our Group Company to another or from one department to another department or from one establishment to another establishment if required by the Management. You shall do such other work, which will be assigned to you by the Management from time to time. Any such changes in assignment or transfer will not automatically entitle to any additional remuneration, allowance, compensation, or other sum in respect thereof.

14. The Company shall be entitled to depute you on continuous officiation to another Company within our Group Companies in India or abroad, or transfer your services, provisionally for any duration or permanently, wholly or partly to any Company which is or at the material time may be an associate, affiliate, successor, assigns or subsidiary or principal contractor to, or the latter having a controlling interest in the said company. For Overseas Assignment, you will be governed by our Overseas Policy of the Company, which will be in effect at the time of accepting such overseas assignments. This will also require a Surety Bond.

## 15. Intellectual Property

15.1. All Intellectual Property conceived (whether during regular business hours or not), discovered, or made by Employee during the course of his employment with the Company, and other ideas, techniques or principles related to the business of the Company, shall be promptly disclosed in writing to the Company

15.2. All rights in the Intellectual Property shall belong to the Company for the full term of each and every such right, including renewal or extension of any such term. The Employee shall perform all acts, including execution of documents and assistance in legal proceedings that are necessary to defend or establish the rights of the Company in the Intellectual Property in any country

Ar. Mehda



15.3. The Intellectual Property in relation to this clause shall also cover the intellectual properties of Company's clients/vendors/contractors/employees etc.

16. Your appointment is subject to receipt of satisfactory report on you from your referees.

Wish you all the best.

**For Megh Technologies,**

**Dr. Jitendra Gandhi**  
(Vice President)

**Received and Accepted**

Signature: Ar. Mehda.

Name: Arpita.

Date: 5<sup>th</sup> Aug. 2020

## Our Services

- ★ Website Designing and Development ★ Website Redesigning
- ★ Website Application & e-Commerce Solutions ★ Open Source Customization
- ★ Domain Registration and Hosting ★ Search Engine Optimization



**Megh Technologies**  
Inspired Technology

**Ref: MT/2021/EL/416**

**Date: 31<sup>st</sup> May, 2021**

### **Experience Certificate**

This is to certify that **Mrs. Arpita Mehta** was worked with our Organization from **5<sup>th</sup> August 2020 to 31<sup>st</sup> January 2021.**

Her last designation was **Sr. HR Executive in HR department.**

During her tenure we found **Mrs. Arpita Mehta** to be a Sincere, hardworking and a result oriented team member.

We wish her the very best in her future endeavors.

For,  
**Megh Technologies,**

*M. R. Patel.*

**Mr. Nitin Patel**  
**(CEO)**

Megh Technologies  
3-A, Dahiba Nagar, Manjalpur,  
Vadodara-390011, Gujarat, India.

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W : [www.meghtechnologies.com](http://www.meghtechnologies.com)



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Ref: MTIPL/2021/EL/55

Date: 31<sup>st</sup> May, 2021

## Experience Certificate

This is to certify that **Mrs. Arpita Mehta** was worked with our Organization from **01<sup>st</sup> February 2021 to 31<sup>st</sup> May 2021**.

Her last designation was **Sr. HR Executive** in HR Department.

During her tenure we found **Mrs. Arpita Mehta** to be a Sincere, hardworking and a result oriented team member.

We wish her the very best in her future endeavors.

For,  
**Megh Technologies India Private Limited,**

*N. R. Patel.*

\_\_\_\_\_  
**Mr. Nitin Patel**

**Whole -Time Director**

**Megh Technologies India Private Limited**  
(formerly known as Megh Interactive Private Limited)

911, Sanket Heights, Sun Pharma Road, Nr. Akshar Chowk,  
Old Padra Road, Vadodara-390020, Gujarat, India.

CIN: U72200GJ2013PTC074287

+91-80008 48749

contact@meghtechnologies.com

www.meghtechnologies.com



EMPLOYMENT, CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT

This Employment, Confidentiality, and Assignment of Inventions Agreement is by and among QMETRY India Pvt. Ltd., with a business address at TP-5, First floor, Neptune Corporate House, Bodakdev, Ahmedabad 380054, and Arpita Shah residing at 12/A Krupa Aptt, 31/A Vasant Nagar Soc, Gopal Chowk, Bhairavnath Road, Mahinagar 380008.

The Company and an Employee agree as follows:

1. Employment.

1.1 Function and Responsibilities. Company hereby employs Employee, and Employee hereby accepts employment with Company. Employee will serve as Executive - Human Resources. Employee will perform such tasks and responsibilities as are assigned, from time to time, by his or her supervisor/manager, an officer of the Company, and/or the Board of Directors of the Company.

1.2 Location: The Employee's initial place of posting shall be at Ahmedabad. However, Employee can be posted to any existing or new location in India or abroad, as may be required for the Company's business, subject to Company's policies from time to time.

1.3 Compensation. Employee's total fixed compensation shall be as set forth Exhibit A, subject to discretionary increases in accordance with the Company's normal review procedures and policies and paid in substantially equal installments every month. The Compensation package is strictly confidential and should not be disclosed to anyone in any manner whatsoever.

In case of change in the existing statute or introduction of new statute, the Company reserves a right to adjust the salary components within the then existing total fixed compensation to ensure payments are made in compliance of such statutes unless such adjustments/reductions are specifically barred by any prevailing statute.

Salary reviews and re-fittments will always be subject to the schedules as may be implemented by the Company from time to time. Employee's growth in the Company and increment in the salary will depend solely on Employee's performance and contribution to the Company.

1.4 Probation. All employees shall be on probation for a period of 3 months commencing from Employee's joining date ("Probation Period"). The services of Employee will be confirmed in writing after satisfactory completion of the Probation Period. The Probation Period may be extended by management based on the merit of Employee's performance. During the period of probation, your services may be terminated at any time without any notice or payment in lieu of notice and for any or no reason.

1.5 Hours of Work.

a. Employee shall be required to work for nine (9) hours per day [Monday through Friday]. Saturdays shall be considered as paid leaves for the Employees. In addition,

1

QMETRY India Pvt. Ltd.

Confidential

Employee / Company

*Arpita*

Q METRY INDIA PRIVATE LIMITED.

TP-5, Office No. 101-105 First floor, Neptune Corporate House,  
Behind Rajpath Club, Bodakdev, Ahmedabad, Gujarat, 380054

+91-79-40508860

info@qmetry.com

www.qmetry.com

the Employee shall be governed by the provisions of the Employee Handbook in this regard. With reasonable prior notice, the Employees may be called to work on Saturdays for technical and behavioral trainings. Further, depending on project/work contingencies, work load and business requirements, at any time Employee may be required to work outside these stated hours, including weekends.

- b. The Employee may also be expected to travel to other locations at times outside of his working hours. Employee may at any time be called upon to perform other than his normal duties which in the opinion of the Company are within his capacity to discharge and the Employee shall forthwith undertake these duties with care and diligence.
- c. The Employee further agrees to work at timings that overlap with the Company's global clients/ offices as needed.

## 1.6 Leave and Holidays

- a. Vacation. In addition to the paid leaves on Saturdays, an Employee shall be entitled to 13 privilege leaves, 8 Sick leaves and 7 casual leaves annually. In addition, the Saturdays on which trainings are not conducted will be deemed to be leaves for the Employee. If the Employee joins the Company during the year, he will be entitled to paid leave on a pro-rata basis. Further, the detailed information on leaves and holidays is contained in the Leave Policy of the Company, as amended from time to time. Employee may schedule vacations at Employee's discretion so long as the timing of such vacations does not interfere with Employee's responsibilities to the Company. Vacation time requires prior approval from manager.
- b. Public Holidays. Employee shall be entitled to 8 public holidays as defined by Company policy.

1.7 Benefits. Employee shall be eligible for the benefits set forth in Exhibit A based on the status of Employee's employment.

1.8 Performance Review. The Company shall review Employee's performance periodically and growth opportunities will be made available as the Company is growing rapidly. Regardless, Employee will be eligible for a performance review cycle on 1st January 23.

1.9 Reimbursement of Expenses. All employees shall follow Company's policy with respect to reimbursement of expenses and shall abide by the same during the tenure of their employment. The Company shall reimburse Employee for all out-of-pocket expenses incurred by Employee in performing his or her obligations within fifteen (15) days after the date (reimbursement of expenses should be submitted on a timely basis at the beginning of following month) Employee delivers to the Company an itemized statement, accompanied by appropriate receipts, describing the reimbursable expenses incurred. Expenses will require prior approval from a manager.

1.10 Termination and Retirement.

- a. Employee shall retire from the services of the Company upon reaching the age of 58 years or as otherwise required by local laws.
- b. Your employment is liable to be terminated by the Company by giving notice as mentioned in the "Exit Policy" for Employee's designation or payment of gross salary in lieu thereof. However, if Employee wishes to terminate the same, the notice period as mentioned below will be applicable. The Company at its sole discretion may waive or reduce the same in part or in full. Employee shall serve the notice period as defined below:
  - i. Band 7 to 1 - 60 days
  - ii. Band 0 - 90 days
- c. Notwithstanding the foregoing, Employee's services shall be liable to be terminated at any time without notice or compensation in lieu thereof:
  - i. If Employee is found to be medically unfit or if Employee remains absent due to continued ill health for a prolonged period.
  - ii. If Employee commits any serious or persistent breach of any of the terms and conditions of this Agreement or any of the provisions of the Company's policies.
  - iii. If Employee commits any misconduct involving moral turpitude or negligence or any act of insubordination or indiscipline or corruption or breach of trust or disobedience or reveals trade or Company's secrets or violates rules and regulations.
  - iv. If Employee is declared insolvent or convicted of any offence involving moral turpitude.
  - v. If Employee disobeys, neglects, or refuses to perform or comply with lawful direction given to Employee by the Company.
  - vi. If it is established that any gratification is accepted which would in some way have bearing in influencing Employee's official obligations or other related decisions.
  - vii. If Employee is found involved in act of theft or damage to Company property or data (physical or electronic).
  - viii. If Employee is found to be involved in making any statement against the Company, management, or employees which are defamatory in nature.
  - ix. In case of any instance where Employee's character or approach results in damage of image of the Company or associates of the Company.
  - x. If Employee fails to disclose Employee's past criminal record involving any offence which comes to the knowledge of the Company after the commencement of employment.
  - xi. If Employee is "No Show" for Employee's duty for more than seven (7) working days without any prior notice to Employee's reporting manager or Human Resources.

In case of breach of any of these conditions, Employee shall be liable, in addition to termination of services, to pay damages to the extent of loss suffered by the Company. In case of default, the Company shall be entitled to withhold and appropriate Employee's salary and other monetary benefits due to Employee till such times as the said amount is fully

recovered. If despite such appropriation, there is any amount still recoverable from Employee, the same shall become payable by Employee to the Company.

- 1.11 Verification. Employee agrees and certifies that all the information provided during the interview process and included in Employee's resume is true. In case of any discrepancies, contradictions to the information provided by Employee or any adverse information obtained, the Company has full right and authority to terminate Employee's employment without any notice, cost, or consequences and necessary penalties may apply for the recoveries of the same. The Company shall be entitled to conduct such background verification check of the educational information, experience details and any such other necessary information and documents provided by Employee at the time of his joining. The Company reserves the right to terminate his employment forthwith without any notice and require Employee to refund such salary or part thereof, if any of the Background Verification Report is found incongruent with the information & credentials provided by him.
- 1.12 Indemnification. The Employee shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceeding or demand instituted or made against the Company caused or occasioned by breach, failure, default or neglect of the Employee.

The Employee agrees that no representations or promises concerning the terms of employment have been made except as set forth in this Agreement, and that the Employee's employment with the Company does not violate any conditions of any agreement made by the Employee prior to entering into this Agreement.

- 1.13 Taxes. The Company may from time to time, deduct any statutory deduction or withholding tax as may be required by applicable law.
- 1.14 Consent Regarding Personal Data. This clause relates to the Personal Data that the Employee may be requested to provide in connection with his employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, Biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record. The Employee hereby understands and consents to Company, without any reservations, to (i) collect any of his Personal Data or other data from his last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with his employment with the Company or any matters arising from such

employment, and (iii) sharing such data with any outside agencies or third parties for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations (iv) transferring personally sensitive information to any person or company in India or located in any other country, that ensures the same level of data privacy

as the Company for matters relating to performance of a lawful contract with such person or company.

The Employee understands that he may withdraw the consent by informing in writing to Company's designated representative for this purpose. The Employee also consents and accepts that if such withdrawal of consent affects the purpose for which his Personal Data was sought, Company reserves the right to take steps as it deems appropriate. Employee understands that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject. The Employee at all times shall comply with the Company's privacy policy as detailed in Employee's handbook.

1.15 Changes in Personal Details. Any change in Employee's residential address, telephone numbers, marital status, and academic qualifications should be notified in writing forthwith and should be updated on the Company's Human Resource Management Portal at <https://www.nest.qmetry.com>. All communication will be addressed to the Employee on the last address notified by him and it will be presumed that he has received such communication addressed to him.

1.16 Information Security.

(i) Employee acknowledges that he/she will read all the Information Security-related documents posted on NEST within 1 month of joining.

(ii) The Employee shall comply with all of Company's security policies existing and as amended from time to time, including but not limited to user account, internet abuse, email security, network security, remote user, internet/intranet firewall and non-Company device connectivity. The Employee, in consideration for being permitted access to Company's information, applications and Company's sensitive information, shall be accountable for their protection and proper use.

(iii) Protection of Assets. Protection of the Company's assets shall be the key responsibility of the Employee. The Employee shall not use Company assets for personal gains. It shall be the responsibility of Employee to ensure that Company's assets are not misappropriated, loaned to others or sold without appropriate authorization.

(iv) Internet Use Policy.

a) Employees shall use the Internet when appropriate to access information needed to conduct business of the Company.

b) Employee shall ensure that software, wallpapers, screensavers, or any other installable shall not be downloaded. If the Employee wants to download any product/software then the Employee must comply with the applicable Company's policy.

Compliance with clause 1.16 (i) to (iii) is mandatory for the Employee. The detailed policies in relation to clause 1.16 (i) to (iii) are contained in the Employees' handbook.

2. Proprietary Information.

The term "Proprietary Information" shall mean any and all confidential and proprietary knowledge, data, or information of Company whether in oral, written, graphic, or machine-readable form that shall not be required to be marked as confidential. By way of illustration but not limitation, "Proprietary Information" includes Company's and its clients' (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and customers; (c) information regarding the skills and compensation of other employees of Company; and (d) login and password information.

- 2.1 Non-Disclosure. At all times, both during Employee's employment and after the termination of this Agreement, Employee shall keep in strictest confidence and trust all Proprietary Information, and shall not reproduce or disclose any Proprietary Information, or use such Proprietary Information for his or her own account or the account of any third party, without the prior written consent of the Company.

However, the aforementioned obligations of confidentiality and non-disclosure shall not apply when:

- (i) the Confidential Information was in the public domain at the time of disclosure to the Employee by publication or otherwise;
- (ii) disclosure is required by law or court order, provided the Employee gives the Company prior written notice of any such legal process seeking disclosure so that the Company may contest such process or seek a protective order;
- (iii) Disclosure is made with the prior written consent of the senior management of the Company.

- 2.2 Ownership of Proprietary Information. Employee acknowledges that all Proprietary Information shall be the sole property of the Company and its assignees (or, in some cases, its clients, suppliers, or customers), and the Company and its assignees (or, in some cases, its clients, suppliers, or customers) shall be the sole owner of all patents, copyrights, trade secrets, processes, codes and all other intellectual property rights in connection therewith (collectively "Intellectual Property Rights"). The Company's (or, in some cases, its clients', suppliers', or customers') ownership includes any and all modifications, corrections, updates, changes, improvements, derivatives, and enhancements to the Proprietary Information and the Intellectual Property Rights therein.

- 2.3 Assignment of Inventions. Employee hereby assigns and transfers to the Company, Employee's entire right, title, and interest, now or hereafter acquired, in and to all Proprietary Information and Intellectual Property Rights therein, discovered, originated, made or conceived, or learned by Employee either alone or jointly with others, during the period of Employee's employment which result, directly or indirectly, from (i) the use of premises or equipment owned, leased, or contracted for by the Company or supplies

or Proprietary Information of the Company, or (ii) work conducted on the time of the Company, or (iii) work performed for the Company. Employee understands and agrees that the decision whether or not to commercialize or market any invention developed by

Employee solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the Company's efforts to commercialize or market any such invention. Employee hereby waives all moral rights which he or she may have or hereafter acquire in any Proprietary Information and any Intellectual Property Rights therein. Employee will, at the Company's request, promptly execute a written assignment of title to the Company for any Proprietary Information and Intellectual Property Rights therein, and a written waiver of all moral rights therein, and Employee will preserve all such Proprietary Information as confidential information of the Company.

- 2.4 Notice of Inventions; Execution of Documents. Employee agrees to give Company prompt written notice of his or her acquisition or creation of any Proprietary Information. Employee further agrees as to all Proprietary Information to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, mask works, and other rights and protections relating to inventions in any and all countries, and to that end agrees to execute all documents for use in applying for and obtaining such patents, copyrights, mask works, and other rights and protections on and enforcing inventions as the Company may desire, together with any assignments thereof to the Company or persons designated by it. Employee's obligations to assist the Company in obtaining and enforcing patents, copyrights, mask works, and other rights and protections relating to Proprietary Information in any and all countries shall continue beyond the termination of employment, but the Company shall compensate Employee at a rate determined in Company's reasonable discretion after such termination for time actually spent, at the Company's request, on such assistance. In the event the Company is unable, after reasonable effort, to secure signatures on any documents needed to effect any assignment hereunder or to apply for or prosecute any patent, copyright, mask work, or other right or protection relating to an invention, whether because of physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead, to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works, or similar protections thereon with the same legal force and effect as if executed by Employee.
- 2.5 Return of Proprietary Information. All Proprietary Information, including, without limitation, all written materials, records, computer-laptop, keys, pass cards, id cards, memos, and documents or other tangible materials made by Employee or coming into his or her possession as a result of his or her employment with Company shall be the sole property of Company; and, upon the termination of his or her employment with Company or upon the request of Company, Employee shall promptly deliver the same to Company.
- 2.6 Third Party Information. Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that Employee owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to

any person, firm, or corporation or to use it except as necessary in carrying out the services for the Company consistent with the Company's agreement with such third party.

### 3. Prior Inventions.

Employee understands that all inventions, if any, patented or unpatented, which Employee made prior to Employee's employment are excluded from the scope of this Agreement. To preclude any possible uncertainty, Employee has set forth in Exhibit B attached hereto a complete list of all of Employee's prior inventions, including numbers of all patents and patent applications, and a brief description of all unpatented inventions which are not the property of a previous employer. Employee represents and covenants that the list is complete and that, if no items are on the list, Employee has no such prior inventions. Employee agrees to notify the Company in writing before Employee makes any disclosure or performs any work on behalf of the Company which appears to threaten or conflict with proprietary rights which Employee claims in any invention or idea. Employee agrees that if in the course of performing services hereunder, Employee incorporates into the Company's Proprietary Information or otherwise utilizes any invention, improvement, development, concept, discovery, or other proprietary information owned by Employee or in which Employee has an interest, the Company is hereby granted and shall have an exclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use, and sell such item as part of or in connection with such Proprietary Information.

### 4. Conflicting Obligations.

4.1 Trade Secrets of Others. Employee represents that he or she has not brought, and will not bring with him or her to Company, disclose to Company, or use in the performance of his or her responsibilities, any devices, materials, or documents of a former employer or other party that are proprietary or are not generally available to the public, unless Employee has obtained express written authorization from such party for their possession and use. Employee shall indemnify and hold harmless Company from all claims, damages, costs, expenses, fines, and fees (including reasonable attorneys' fees) arising out of assertions by third parties of superior rights to any intellectual property brought to Company and incorporated by Employee in any deliverable pursuant to this Agreement.

4.2 Conflicting Confidentiality Agreements. Employee agrees that during his or her employment, Employee will not breach any obligation of confidentiality Employee has to former employers, clients, and others. Employee represents that Employee's performance under the terms of this Agreement, as Employee to the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust. Employee has neither entered into, nor shall enter into, any agreement, either written or oral, in conflict herewith.

### 5. Covenant not to Compete; Non-Interference.

5.1 During the term of this Agreement, Employee shall not, directly or indirectly, engage or participate in any business, which is in competition with any business in which the Company conducts or pursues during the term of this Agreement. Moreover, in view of Employee's access to the Company's trade secrets and proprietary information and know-how, Employee

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QMetric India Pvt. Ltd.

Confidential

Employee / Company

*Arjun*

### 9 QMETRY INDIA PRIVATE LIMITED.

TP-5, Office No.101-105 First floor, Neptune Corporate House,  
Behind Rajpath Club, Bodakdev, Ahmedabad, Gujarat, 380054

+91-79-40508850

info@qmetry.com

www.qmetry.com

CIN : U72900GJ2019FTC110241



further agrees that Employee will not, without the Company's prior written consent, design or develop identical or substantially similar designs as those developed for the Company during his or her employment for himself or herself or any third party during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement. The Employee understands and agrees that compensation paid to the Employee during the tenure of his/her employment includes the component towards compensation for not seeking employment as provided in this Section for a period of 12 months after the termination of employment and in consideration thereof the Employee has agreed to act in the manner afore stated after termination of his employment.

- 5.2 Employee covenants and agrees that he or she will not, at any time, whether for his or her own account or for the account of any other person, interfere with the relationship of the Company with, or endeavor to entice away from the Company, any person who at any time during the term of Employee's engagement with the Company was an employee, customer, or supplier of the Company.
6. Notices. Except as expressly provided herein, all notices, requests, or other communications required hereunder shall be in writing and shall be delivered personally, by courier or national overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the respective party at the applicable address set forth above, or to any party at such other addresses as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices, requests or communications shall be deemed effective upon personal delivery, or five (5) days following deposit by certified mail, or one business day following deposit with any national overnight courier service.
7. Equitable Remedies. Employee specifically acknowledges that any violation of Section 2, 3, 4, or 5 of this Agreement could cause irreparable injury to Company and its business and property. Employee, therefore, agrees that in the event of his or her breach of any of the terms and conditions of Section 2, 3, 4, or 5 of this Agreement, Company shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to enjoin him or her from further violation of such provisions. The remedies provided herein shall be cumulative and in addition to any and all other remedies which either party may have at law or in equity.
8. Governing Law. Even though the Company may depute the Employee overseas for on-site work to any other location, this Agreement shall be governed by and construed and enforced in accordance with the laws of India (regardless of that jurisdiction or any other jurisdiction's choice of law principles) and the courts of 12 shall have exclusive jurisdiction.
9. Notification of New Employer. In the event that Employee leaves the employment of the Company, Employee hereby consents to notification by the Company to Employee's new employer about his or her rights and obligations under this Agreement.
10. Modifications; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, and permitted assigns. This Agreement may not be altered, modified, changed, or discharged except in writing signed by both the parties.

11. Survival. The rights and obligations of the parties under Sections 2, 5, and 15 shall survive the termination of this Agreement as well as any other provisions that by their nature must survive termination of this Agreement.
12. Validity. If any one or more provisions (or any part thereof) of this Agreement shall be held invalid, illegal, or unenforceable in any respect, that provision shall be construed so as to most closely reflect the original intent of the parties, but still be enforceable, and the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby.
13. No Waiver of Rights. The delay or failure of either party to enforce at any time any provision of this Agreement shall in no way be considered a waiver of any such provision, or any other provision, of this Agreement. No waiver of, or delay or failure to enforce any provision of this Agreement shall in any way be considered a continuing waiver or be construed as a subsequent waiver of any such provision, or any other provision of this Agreement.
14. Exclusivity. Employee hereby agrees that during the term of this Agreement he/she shall provide full-time service and shall refrain from performing services for others which are conflicting with services provided by Employer. In no event will Employee's performance of assignments for clients of Employer create any employment relationship between Employee and such clients.
15. Non- Recruitment. During the term of this Agreement and twelve (12) months after the termination of Employee's employment relationship with Employer for whatever reason, whether such termination was by Employer or Employee, and whether with or without cause, Employee agrees that he/she shall not, as a principal, Employer, stockholder, partner, agent, consultant, independent contractor, employee, or in any other individual or representative capacity, (a) provide his services, whether directly or indirectly, to the customers of the Company, or (b) solicit or offer employment to any persons who are employees of the Company or its affiliates or (c) solicit business from any customer/vendor/client of the Company.
16. Direction, Supervision, and Cooperation. Employee agrees to adhere to all applicable policies, procedures, and rules of Employer, as amended from time to time. Employee's performance is subject to the review and approval of Employer. Employee agrees to cooperate fully with any request by Employer for Employee to provide any information, orally and in writing, related to the performance of Employee's services, including but not limited to any information required by Employer to respond to any questions, claims, defenses, and the like raised by any person or governmental agency or required by Employer to prepare or file any claims, defenses, or the like to be made by Employer.
17. Reports. Employee shall provide his/her immediate Employer supervisor with weekly reports of progress and status regarding his/her work on Sales/Business Development/Technical Activities. Employee shall also provide further oral or written reports as requested by Employer.

18. Entire Agreement. This Agreement supersedes and replaces all former agreements of understandings, oral or written, between the Company and Employee except for prior confidentiality agreements Employee has signed relating to information not covered by this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH THE ADVISOR OF HIS OR HER CHOICE AND THAT HE OR SHE HAS FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

QMetry India Pvt. Ltd.

Date: 1st June'22

*Chinar Shah*

By: Chinar Shah

EMPLOYEE



Date: 1st June'22

*Arpita Shah*

By: Arpita Shah

**Letter of Offer****18<sup>th</sup> May 2022****Arpita Shah  
Ahmedabad****Dear Arpita,**

Welcome to the QMetry Family! We are pleased to offer you the position of **Executive – Human Resource in Band – 6B** of our organization. The terms and conditions of the offer are given below.

1. Your initial place of posting will be at TP-5, First floor, Neptune Corporate House, Bodakdev, Ahmedabad, Gujarat, 380054. The Business Hours begin from 09:30AM onwards.
2. You are expected to join us not later than **01st June 2022**, failing which we will presume you do not have interest in pursuing a career with us. Accordingly, this offer will be automatically withdrawn and treated as cancelled.
3. You will be on probation for a period of three months. Based on the three-month assessment, your services will be confirmed based on review feedback and confirmation appraisal
4. This offer of appointment is conditional and contingent to your clearance of the Reference Check and your execution of the Company's standard form of Employment Agreement, Confidentiality and Non-Disclosure Agreement. (Draft enclosed for your perusal)
5. This is NOT a Letter of Appointment but a Letter of Offer. The Letter of Appointment, along with the Employee Agreement will be issued at the time of joining.
6. The details of your Compensation and Benefits Program are enclosed for your reference. We repeat that your compensation is a confidential matter between you and the Company, and any breach of confidentiality will be treated with the utmost seriousness.
7. To complete the pre-joining formalities, you would need to submit the photocopies of the following documents:
  - All Educational / Technical Certificates beginning with 10<sup>th</sup> standard.
  - Relieving and Experience Certificates from all the previous employer(s).
  - Proof of last three salaries drawn.
  - Passport-sized photographs (3 Nos.).
  - Photocopy of Passport (All observation & non-blank pages).
  - PAN Card copy.
  - Address Proof copy – Ration Card, Electricity Bill, Landline Telephone Bill, Rent Agreement, Driving License.
  - Aadhaar Card copy.

Please return the duplicate copy of this letter duly signed indicating your acceptance of our terms and conditions of employment.

**We once again would like to thank you for your interest in seeking a career with QMetry and look forward to a rewarding and successful growth-oriented journey that we have embarked upon, that will benefit your career as well as our company.**

For,

**QMetry India Private Limited****Accepted and Agreed:**Sign: **Chinar Shah  
Associate Director - Operations****Arpita Shah**



05/05/2017.

To Whom It May Concern,

It is my pleasure to recommend Arpita Shah for employment with your organization. Arpita worked as a Human Resources Executive for four months in HR department at Indo West Tours. (18/4/2016. To 04/05/2017). During that time, Arpita has diverse responsibilities. She reviewed resumes to identify qualified employment candidates, conducted preliminary applicant interviews, and documented policy decisions for distribution to management. She is both very bright and quite motivated. I am confident that she will devote herself to a position with your organization with a high degree of diligence.

Arpita is bright, articulate, and hard working. Her enthusiasm for the job comes through in all she does. She has a positive attitude that makes her a pleasure to work with and is one of the reasons she was so well-liked by her co-workers.

I highly recommend Arpita for any job she is considering in the Human Resources field. I am confident that she will establish productive relationships with your staff and constituents. If you have further questions about Arpita, please do not hesitate to contact us.

We wish Arpita very all the best for their future growth and their success to achieve their goal.

With Best Wishes,

Anil Bhagia