



Date: - 8th November 2021

LETTER OF APPOINTMENT

Dear Kavita Kanojia,

THIS AGREEMENT made on 8th November 2021 between R-Tech Information Systems (100% owned subsidiary of Infojini consulting headquartered in Maryland, USA), a Partnership Firm Governed by Indian Partnership Act 1932, and having its registered office at 808, Ashar IT Park, B Wing, 8th Floor, Road No. 16, Wagle Estate, Thane West - 400604. (Hereinafter referred to as the "Organization" which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors and assigns) of the One part

And Kavita Kanojia citizen of India, holding Permanent Account Number IZEPK7429A & currently resident at 11, Gaytri Nagar, Nikat Air Force Gate, Nainital Road, Izzat Nagar, Bareilly, Uttar Pradesh - 243122.

On the following terms and conditions:-

This offer is subject to satisfactory verification of your character, antecedents and testimonials.

1) Appointment:-

- 1.1 You shall be appointed at the position of "Trainee Recruiter US Staffing"
- 1.2 Your Date of Joining will be your date of appointment.
- 1.3 Your initial place of posting is at **Noida**. The company reserves the right to change your place of posting by transferring you or placing you on deputation to any of its offices, subsidiaries or associated companies in any location within or outside India.
- 1.4 Your appointment with the company is subjected to:
- (a) You are undergoing a pre employment medical examination, If required and being declared fit;
- (b) The accuracy of the testimonials and information provided by you;
- (c) Your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.

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2) Duties:-

- 2.1 You will commence employment with the Company on 8th November 2021. According to the instructions given by the Division/Department Head or his/her deputy.
- 2.2 You are expected to apply your best degree of professional, technical and administrative skills along with your experience to work diligently. Exercise evidence care and economy in the use of office equipment and supplies.
- 2.3 Your leave entitlement will be as per Company's policy notified by the Management from time to time. Please check with HR Department for your leave entitlement for the current year.

3) Grade and Basic Salary:-

- Your CTC will be ₹3,00,000 (Rupees Three Lacs Only) per annum which is subject to deduction of 3.1 statutory dues or taxes.
- You will be reimbursed expenses incurred during course of employment / for discharge of official 3.2 duty, subject to submission of receipts, as per company rules. (If Applicable)
- Salary increment would be based on your performance reviews during the year and appraisal 3.3 would be as per company policy.

4) Probation:-

You will be on the probation for 180 Days of service with the Company. The Company reserves the right to waive, reduce or extend the probation period at its discretion subject to a maximum extension of three additional months. Any confirmation of your service will be in writing.

5) Work Rules/Employment:-

You will also be entitled to and governed at all times by the policies, procedures, regulations and rules of the Company in effect from time to time whether such policies are specified in the Letter of Appointment or elsewhere. Further the Company may modify or change or add such policies, procedures, regulations or rules whether related to your salary or otherwise.

You acknowledge, agree and hereby consent that the Company may record and monitor your mails and telephone calls you may make or receive at work, for business reasons. You will devote your whole working time to the service of the Company and will not engage in any other Employment.

Failure to comply with the above will subject you to immediate termination without notice or payment in lieu of notice

It is mandatory for every employee to submit electronics equipment's like i-pod to the Support Staff Division drawer at the starting of shift and can take back only in the lunch break or after the end of shift.

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NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This AGREEMENT is made at Mumbai, on 8th November 2021 between R-Tech Information System Private Limited (100% owned subsidiary of Infojini consulting headquartered in Maryland, USA), Partnership Firm Governed by Indian Partnership Act 1932, having its registered office at 808, B-Wing, Asher IT Park, Wagle Estate, Thane West, Mumbai 400604, India (henceforth referred to as "R-Tech Information System / the Company") and Kavita Kanojia citizen of India, holding Permanent Account Number IZEPK7429A & currently resident at 11, Gaytri Nagar, Nikat Air Force Gate, Nainital Road, Izzat Nagar, Bareilly, Uttar Pradesh - 243122

WHEREAS:

- 1. R-Tech Information System is engaged, inter-alia, in the business of providing various outsourced Information Technology Services, Information Technology Enabled Services (henceforth referred to as the Services)
- 2. R-Tech Information System possesses, generates / creates and store Information.
- 3. In addition, R-Tech Information System has received, receives and will continue to receive various kinds of Information from various third parties such as prospective clients, clients, vendors, business, associates, etc. (collectively referred to as Associates) which is of vital interest to the business of R-Tech Information System and/or its Association and is not generally known to public.
- 4. A part or all of this Information received is available to and/or accessible by and/or may become available to and/or accessible by the Employee. The Employee has expressly agreed to maintain complete confidentially in respect of its Information.
- 5. R-Tech Information System is desirous of protecting the confidentially of all Information whether belonging to R-Tech Information System or its Associates on its own behalf and/or on behalf of Associates providing such Information.
- 6. In addition, R-Tech Information System is desirous of recording in writing the non-solicitation obligation discussed and agreed with Employee.

NOW, THEREFORE, in consideration of thefore going premises and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledge, R-Tech Information System and Employees agree as follows:

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- 1. <u>Definition of Information</u>: As used in this Agreement, the term Information shall include (but not be limited to) information pertaining to or concerning or in the nature of
 - Trade secrets, invention, works of authorship, products and/or products plans, proprietary information, confidential information, patents, and copyright material.
 - Processes, techniques and know-how.
 - Business plans such as sales plans, marketing plans, financial plans, investment plans, strategic plans, infrastructure plans, human resource related plans, training plans, business development plans and technology plans and processes and -methodologies pertaining to these.
 - Details of customers/ clients, details of prospective customers / clients, details of previous customers / clients.
 - Budgets, forecasts, projections and pricing information.
 - Proposals prepared for sales, business development, partnerships, etc.
 - Vendor and supplier details.
 - Employee details / details of past employees and payroll related information.
 - Software, information systems and other IT systems.
 - Data, extracts of data, analyses of data and/or documentation of data.
 - Programs, source code, object code, benchmarks, designs and technical architecture.
 - Specifications, documentation and all other forms of technical information.
 - Training material and content

Information may be oral, written (whether contained in documents, reports, memos or notes or in drawings or in sketches or in any other written form) and/or contained in electronic / magnetic media such as hard drives, CD ROMS, DVD ROMS, flash drives, USB drives, floppy disks, etc.

Information shall include works that are copies or and/or derived from and/or derivatives of any of the above. Information shall also include all content from which the substance of the above may be inferred or understood.

Information shall also include any other material of any nature relating to the business of R-Tech Information System and/or its Associates.

Any information shall not be deemed to be Information for the purposes of this agreement, and the Employee shall have no obligation with respect to any such information, which the Employee can improve by written records, (i) is known to be accessible by the general public without any obligation of confidentiality, from a source other than R-Tech Information System; (ii) is approved for release by written authorization of R-Tech Information System.

2. <u>Use of Information by Employee</u>: The Employee shall use the Information received hereunder solely for the purposes of the business of R-Tech Information System and for the purpose for which the Information is intended to be used. During the term of employment and alter the term of the employment of the Employee with R-Tech Information System, the Employee will

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not use or permit to be used, any Information for any purpose other than for a purpose for the benefit of R-Tech Information System.

- 3. Non-disclosure of Information by Employee: The Employee shall not disclose any and/or all of the Information to any other employee and/or agent of R-Tech Information System and/or any of its subsidiaries and/or affiliates unless the disclosure is being made in the course of performance of duties, and/or unless the Employee has obtained written authorization in that regard. The Employee shall not make any copies, in whole or in part, machine readable or otherwise, of the Information except for copies to be distributed to other employees of R-Tech Information System who have been authorized to receive this information, on a need to know basis and who have agreed to maintain the confidentially of this information. Similarly, the Employee shall not at any time, whether during or after the termination of employment with R-Tech Information System, disclosure or reveal to any person or entity any Information in whole or in part except as may be required in the ordinary course or performing duties as an employee of R-Tech Information System. The Employee will not use or attempt to use any such information in any manner inconsistent with duties as a R-Tech Information System Employee.
- 4. Exception to non-disclosure requirements: The above restriction will not apply Information that may be required by law and/or an order of any court to be disclosed. In such case, the Employee shall inform R-Tech Information System in writing about the Information to be disclosed prior to disclosure. Furthermore, in such case, the Employee shall also assign to R-Tech Information System the right to make a petition / representation to the statutory authority requiring such disclosure under law, to prevent such disclosure or take adequate steps to ensure the confidentiality of the Information during and/or after such disclosure to such authority.
- 5. Ownership of Information: The Employee hereby expressly admits and acknowledges that the exclusive ownership of the Information and all intellectual property rights associated with the Information shall at all times remain with R-Tech Information System and/or it's Association as the case may be, and the Employee will not have any Intellectual Property right and/or ownership rights and/or any other rights of whatsoever nature in respect of the Information.
- 6. <u>Delivery of Information</u>: Immediately upon the termination of employment, the Employee will deliver all Information with and/or under the control of the Employees including all copies thereof, to R-Tech Information System.
- 7. <u>Third party Information:</u> While in employment at R-Tech Information System, the Employee will not use or disclosure R-Tech Information System the confidential, proprietary or trade secret information of any other person and/or entity.
- 8. <u>Developments by the Employee:</u> If any time during employment with R-Tech Information System, the Employee makes, conceives, discovers or reduce to practice any Information

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whatsoever (whether or not subject to statutory protections), herein called "Development," that:

- Relate to the business of R-Tech Information System or its customers, suppliers or any of the products or services being developed, manufactured, sold and/or provided by R-Tech Information System or its Associates, or
- ii. Results from task assigned to the Employee by R-Tech Information System, or
- iii. Results from the use of premises or personal property (whether tangible or intangible) owned or leased by R-Tech Information System,

Such Developments and the benefits thereof shall immediate become the sole and absolute property of R-Tech Information System and the Employee shall promptly disclose to R-Tech Information System each such Development and assign any rights the Employee may have or acquire in the Development and benefits/or rights resulting there from to R-Tech Information System without further compensation and shall communicate all available information relating the same (will all necessary plan and models) to R-Tech Information System.

- No obligation on R-Tech Information System to disclosure Information to the Employee:
 Nothing contained in this Agreement shall be constructed to require R-Tech Information System to disclosure to the Employee any particular Information.
- 10. Non-Solicitation Obligation: In the event that Employee is with the services of R-Tech Information System or separates from the service of R-Tech Information System for any reason whatsoever (whether by way of resignation or on account of termination of your services by R-Tech Information System), Employee SHALL NOT for an period of 3 years following your separation from R-Tech Information System:
 - i. Solicit or influence or attempts to influence any then existing client and/or customer and/or prospective client/customer to direct his or its purchase of the company's products and/or services to Employee or any persons, firm, corporation, institution or other entity, whether or not engaged in a business similar to and/or competing with that of the Company.
 - ii. Solicit or attempt to influence any person employed or engaged whole time by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form of manner to Employee or any person or entity, whether or not engaged in a business similar to and/or competing with that of the Company.

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The covenants contained in this section shall be interpreted in the widest possible commercial sense and shall be observed in letter and in spirit. Employee shall keep R-Tech Information System Indemnified against all risks, costs and/or damages of any nature whatsoever incurred by R-Tech Information System an account of any international and/or unintentional violation (this is without remedy to the other actions that R-Tech Information System shall be entitled to take against you under applicable laws).

All references to R-Tech Information System / the Company in this section shall include subsidiaries and affiliates of R-Tech Information System (whether incorporated today or that will be incorporated in the future).

- 11. Indemnification of R-Tech Information System by the employee: The Employee expressly acknowledges that any act, omission and/or negligence which results in the whole of part of the Information reaching any part not expressly authorized herein and/or any breach of the non-solicitation obligation as contained herein shall tantamount to a criminal breach of trust by the Employee, and/or any other offence as per Indian Laws for the time being in force. The Employee hereby indemnifies R-Tech Information System against all claims and/or dues for cost incurred due to such act and/or omission and/or negligence. This indemnity is without prejudice to any other legal rights/remedies available or R-Tech Information System against the Employee.
- 12. <u>Reasonableness of Promises</u>: The Employee acknowledges and agree that the scope of duration of the restrictive covenants contained in this Agreement are both fair and reasonable and that the interest sought to be protected by R-Tech Information System are legitimate business interests entitled to be protected. The Employee further acknowledges and agrees that R-Tech Information System would not have agreed to employ the Employee, unless the Employee entered into this Agreement.
- 13. Injunctive Relief: The Employee agrees that the remedy of damages at law for the breach of the Employee of any of the covenants contained in this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation of any of the covenants, promises, or obligation arising under this Agreement would cause R-Tech Information System, the Employee agree that in addition to any other relief afforded by law, an injunction against such violation or violations may be issued against the Employee and every other person concerned thereby, it being the understanding of the parties that both damages and an injunction shall be proper mode of relief and are not to be considered alternative remedies. In the event of any such violation, the Employee aggress to pay the costs, expenses, and reasonable attorney's fees incurred by R-Tech Information System in pursuing any of its rights with respect to such violation, in addition to the actual damages sustained by R-Tech Information System as a result thereof.

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- 14. <u>Blue Pencil Doctrine</u>: In the event that the scope and/or duration of the restrictive covenants contained in this Agreement shall be found by a court of competent jurisdiction to be unreasonable, then such restrictive covenants shall be deemed modified to the minimum extent necessary to make them reasonable and enforceable under the circumstances. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal and/or unenforceable for any reason, the reminder shall not thereby be invalidated, but shall remain in full force and effect.
- 15. <u>Amendment:</u> No amendment or waiver of any portion of this Agreement shall be effective unless the same shall be in writing and signed by all parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.
- 16. <u>Successors and Assigns:</u> This Agreement shall be binding upon and the parties hereto and their respective successors and permitted assigns, but nothing in this Agreement is to be constructed as an authorization or right of any party to assign its rights and/or delegate its duties under this Agreement without the prior written consent of the other party hereto; provided, however, R-Tech Information System may, without the consent of the Employee, assigns its rights under this Agreement to an entity that results from a merger, transfer, sale or consolidation of all or substantially all its assets. Furthermore, R-Tech Information System reserves the rights to assign any rights that it has under this agreement to any Associate of R-Tech Information System. Furthermore, R-Tech Information System also reserve the right to assign any and all of the rights that it has against the Employee under this information to any Insurance Company that may have provided R-Tech Information System with any insurance for any loss that R-Tech Information System may suffer on account of the non-compliance of the Employee with the terms and condition of this agreement.
- 17. <u>Governing Law:</u> This Agreement shall be constructed, governed by and enforced in accordance with the Indian Laws and shall be subject to Mumbai jurisdiction.
- 18. <u>Headings</u>: The heading to the paragraphs of this Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify, or aid in the interpretation of the provisions hereof.
- 19. <u>Entire Agreement</u>: This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both parties.
- 20. <u>Authority to enter into this agreement:</u> Each person executing this agreement warrants and represents that he or she has the authority to enter into this agreement. Furthermore, the

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Employee agrees that the Employee has not entered into any agreement in the past and will not enter into any agreement at any time in the future that conflicts with the terms of the agreement.

21. This Agreement also applies to all the Clients directly or indirectly associated or engaged with Rtech Information System

IN WITNESS WHEREOF, the parties here to have executed this Agreement and caused it to be effective as of the date first written above, or the date of commencement of employment of the employee with R-Tech information Systems, whichever is earlier.

For R-Tech Information System		
Signature: Docusigned by: Kashi Allire B7217C4869FF420.	Signature	
Name of the Signatory: Rashi A P	Name of the Employee: Kavita Kanojia	
Signature of Witness	Signature of Witness	
Name of the Witness: Mrinal Pal	Name of the Witness: Laveena Kunder	

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Registrat/ Invertis University Bareilly General Comporate Relation