

Confidential

PROBATION LETTER

11th May, 2021

Dear Mr. Nilesh Bhangale,

Employment for the Post of Technical Analyst-Probation

We welcome you to Mobicule Technologies Pvt. Ltd ("Company/Mobicule").

We are pleased to confirm our offer of employment for the post of **Technical Analyst** in the Company on the following terms and conditions:

1. Appointment:

- a. You will commence your services on **11th May, 2021**. Upon joining, your designation will be **Technical Analyst**.
- b. At the time of joining, you shall be based at **Pune**. Your services are transferable to any of the Company's establishments, Client location, branches, sister concerns in India or overseas which are in existence presently or which may be formed/established in future, subject to Company policies and business requirements from time to time.

2. Probation:

- a. You will be on probation for a period of **6 months** from the date of joining. At the discretion of the Company, the probation period may be extended, if it is found that the services provided by you are not satisfactory or uninterrupted.
- b. On successful completion of the probation period, if in the opinion of the Company, you are found **suitable** for the appointed post, your employment will be confirmed and communicated to you in writing by the Company.
- c. The terms and conditions of this Employment Letter, as amended from time to time shall be binding on you.

3. Remuneration:

- a. You will receive Annual Gross Salary of **Rs. 3,00,000/-** (Rupees Three Lakhs Only) other benefits (collectively referred to as "**cost to the company**") as mutually decided subject to revision from time to time as per the Company's ruling policies. 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 Annual Gross Salary to ensure payments are made in Compliance of such statutes.


Mobicule Technologies Pvt. Ltd.

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- b. Salary reviews and re-fittings will always be subject to the schedules as may be implemented by the Company from time to time. Your growth in the Company and increment in the Salary will depend solely on your performance and contribution to the Company. You should be employed with the Company for a period of minimum [twelve months], before being considered eligible for any salary review.
- c. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

4. Hours of Work:

- a. You will be required to work during the normal working hours of 9 hours per day [Monday to Friday]. Further, depending on project/work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours including weekends.
- b. You may also be expected to travel to other locations at times outside of your official working hours. The travel expenses will be reimbursed by the Company based on the prevailing Company's policy for reimbursement at that point of time.
- c. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with care and diligence.


5. Leaves :

You will be entitled for leaves in accordance with Company's ruling policies as may be amended from time to time. While on probation you will be entitled to 6 days leaves on pro rata bases.

6. Condition for valid Employment:

- a. Your employment/appointment for the above mentioned post is valid/ effective subject to fulfilling of following conditions:
- 6 a i Your acceptance of this Employment letter on or before 11 May 2021;
- 6 a ii Your clearing of background verification test as per clause 7;
- 6 a iii Your being free from any obligation owed to a third party which might prevent you from joining the Company.
- 6 a iv The information provided by you in relation to your Appointment by the Company regarding your background and/or previous employment being complete, accurate and not misleading in all respect; and all information obtained by the Company in respect of you being fully satisfactory to the Company.
- 6 a v You complying with all the statutory as well as Company's rules and regulations applicable to your employment.
- 6 a vi Your joining the Company after seeking relieving letter from your present employer you. However, in case you are unable to present the relieving letter at the time of joining, Company will not be liable for any consequences arising out of your previous employment. You shall indemnify and hold the Company harmless against any costs, losses and expenses that the Company may be required to pay as a result of not producing a valid letter unconditionally relieving you from the previous job.




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6 a vi

This employment is offered to you on the basis of your having furnished the correct information regarding your past service and other records. If at any time it is revealed that false information is provided or pertinent information was withheld the organization reserves the right to terminate this employment any time without notice and without assigning any compensation thereof

6 a.viii On confirmation you will be entitled for 21 days leaves on pro – rata bases

7. Background Verification Report :

Upon your joining, the Company may directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. The Company reserves the right to terminate your employment without notice, at any point during the course of employment, if the Background Verification Report is found incongruent with the information & credentials provided by you. Additionally, in such an eventuality, the Company shall require you to refund the salary /remuneration paid including employee benefits availed including but not limited to Relocation Allowance and Joining Bonus amongst any other benefits till such date

8. Accountability

- a. You shall perform any such duties diligently and faithfully as are incidental or implied and consistent with your relevant experience, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
- b. You shall devote the whole of your time, knowledge, skill and attention to the performance of your duties with the Company and attend at the premises/place(s) where you shall from time to time be employed on such days including, if the exigencies of our business so require, on any Company holiday and public holidays and at such hours as shall be required. You shall not undertake any business or other assignment whether honorary or remunerative or accept any reward, directly or indirectly, without prior written permission from the Company

9. Training:

- a. Employees need to undergo training and skill up-gradation programs from time to time. Successful completion of evaluations associated with the training program is mandatory. If you fail to clear the evaluation, the Company will have the right to take appropriate action including termination of your employment with or without notice.
- b. As per the customer requirement or any specified project requirement, the Company is required to upgrade the skills and performance criteria of its employee from time to time.

10. Intellectual Property Rights & Confidentiality:

On joining, you shall be required to sign the Non-Disclosure and Assignment of Intellectual Property Rights Agreement (NDA) as per "Annexure B" and Company reserves the right to initiate legal action against you in case of breach of NDA.





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11. Termination :

- a. During your Probation period, either party may sever the employment anytime by serving a 30 days prior written notice
- b. After your services are confirmed, either Party may sever the employment by giving a written notice of two months, (the Notice Period) or payment of gross salary in lieu thereof at the discretion of the Employer. During the Notice Period, you will remain employed by the Company subject to your conditions of employment
- c. In case of resignation, the Company reserves the right to
 - 11 c.i. relieve you earlier than the Notice Period
 - 11 c.ii. extend Notice Period subject to your satisfactory handover of charge and completing the assignments, projects,
 - 11 c.iii. decide whether Notice Period shall run concurrently with the period of any leave which may be granted to you;
 - 11 c.iv. Decide whether Notice Period shall stand extended to the extent of the leave availed by you during Employee Notice Period
 - 11 c.v. If the Company or you have given notice of termination of your employment, the Company may direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.
 - 11 c.vi. Notwithstanding anything contained anywhere else, your employment with the Company may be terminated without notice or without any salary in lieu thereof if, in the opinion of the Company, you, at any time:
 - commit any serious or persistent breach of any of the terms and conditions of this Employment letter or any of the provisions of the Companies rules and regulations, policies or other documents incorporated by reference in this document.
 - do or cause to be done any act, deed, matter or thing adverse to the Company's interests;
 - are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time;
 - fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company;
 - if any information furnished by you or representation made by you is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein;
 - become of unsound mind;
 - are convicted of any criminal offense;
 - Become incapacitated or prevented by illness, accident or any other circumstance from discharging in full your duties.
 - Absconding for more than 5 days.
- d. During the Notice Period, you are not eligible for any leave. In case if you avail leave, Notice Period will be extended to that effect and the calculation of working days will be done accordingly.
- e. The resignation will be accepted only if it is duly signed by the Head of the Department/ Team Leader.




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