

# *INCUBER SERVICES LLP*

## **EMPLOYEE SERVICE MANUAL**

Version 8.2

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## ABOUT US

Welcome to Incuber Services, hereinafter, referred to as “The Company” and or as “INS” and it’s “Employee Service Manual” a benefits and terms and conditions document, that has been developed for full-time employees of the company. This document is revised from time to time. True to the roots of our name "Incubation", we are an International Engineering company, and have originated several major information technology software portals and are progressing well with their incubation and fruition time-line.

All portals and products are owned by the parent company, Accutech Services, LLC. USA and or its rightful owners including but not limited to Vijay K. Chopra. In Jaipur, India, facility, we create software and maintain virtual properties such as:

<http://www.Pnapna.com>– A Productivity And Task Manager

<http://www.Incutime.com>– An Employee Monitoring And Task Time Calculator

<http://www.CertifiedMLS.com> – A Real Estate Portal

<http://www.Reporton.Net>– An Online Document Creator

<http://www.Webbry.com>– A Website Builder, and many more.

Company’s main website is <http://www.Incubers.com>. There are several Apps and other utilities in development.

Currently, we have software development, design and marketing being undertaken in Jaipur with future expansion for Video, Virtual Hardware maintenance, and support. All other functions such as administrative, financial, and sales etc are handled in USA office.

Our company structure is also in evolutionary growth pattern. We envision ourselves to be a co-operative management model with employee ownership in conjunction with public capital.

As of this publication, we are an employee managed entity and are progressing well with the next intended step in the structure to be an employee owned. Employee ownership is not a guaranteed benefit to any employee. It is based on limited and selected invitation basis only.

Please contact us for questions or concerns about the policies outlined herein.

The USA office is at 82 School St., Piscataway, NJ 08854

Email: [incubersUSA@gmail.com](mailto:incubersUSA@gmail.com) or [info@incubers.com](mailto:info@incubers.com) Phone: 908 200 2020

## **THE COMPANY’S MISSION AND VISION**

The company shall strive to be a “for-profit” entity and would be in the middle position between the customers, who provide the revenue; investors, who provide capital; and the employees, who act as the vehicle to generate this revenue. Customers, investors, and our employees are critical to the financial well-being and growth of the company. Capital resource providers whether public or otherwise, shall have prime considerations before any other participants in this chain. The customer’s needs shall have priority over the company, and the company’s interests shall have priority over employees, in that sequence. The company has started with the sole capital resource from Vijay Kumar Chopra, hereinafter referred to as JAC with the future vision to evolve with funding or non-funding partners and public funding participation. We shall strive to exceed client expectations in providing solutions that enable them to improve productivity and thus company shall be relevant at all times to our customer’s needs. We shall be agile and rapid in developing new products or changes therein. We commit equally to excellence to our customers and employees. We shall invest in our employee’s knowledge and infrastructure to develop products based on the expressed needs of our customers. We shall offer to make our employee with experience and expertise to become part owners and also to let them manage their affairs themselves with least bureaucratic rules and layers. We believe in self-discipline and the principle of common sense rooted in the mission statement, thus, would like to keep the rules to very minimal. However, any violation of the basic tenants of this mission statement may evolve in the further amendment to rules. We shall strive to make our company a highly productive, proficient and professionally managed entity that the general public can invest in future, where the customers, company, investors, partners, and employees shall all be proud of our work. We shall endeavor to pay more than the average compensation of similar companies in the near vicinity for less work time required and offer better work, benefits and prosperity environment to our employees and partners. Likewise every employee must agree to be the company’s brand ambassador and or lead the company and or its products to market to our clients and investors alike. Employees agree to let their personal efforts and persona be used in promoting the company and its products wholeheartedly as a part of their employment condition.

## **EQUAL EMPLOYMENT POLICY**

It is the policy of the company to provide equal opportunity for all qualified persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, status, disability, or any other protected status. This policy applies to recruitment and placement, promotion, training, transfer, retention, the rate of pay and all other details and conditions of employment and becoming a partner. Employment and promotion decisions will be based on the merit and the principle of furthering equal opportunity. The requirements we impose in filling a position will be those that validly relate to the job performance required. All positions are multi-disciplinary roles, where a primary track assigned to an employee with several secondary tracks, including the task to serve the consortium. The company is primarily a software engineering entity and hence considers the engineering and management employees primarily who are the prime movers of the core business of the company as full-time employees at this time. All functions such as accounting and certain other functions that may not be needed full time etc may not be full-time employees and are not covered under this agreement or these conditions. All other personnel actions will be administered in accordance with appropriate law, by a consortium of partners and in the absence of the partners, several chosen employees until partners are in place. Grievance, if any, is handled by the consortium. Until partners and or capital providers can be found, JAC shall serve as the principal capital owner but places the power to regulate employees in the hand of this consortium or the management team. Unless exempted in the service agreement, all employees agree to serve this consortium and all employees shall be bound by the management decisions of this consortium.

## **EMPLOYEE'S WORK IS MADE FOR HIRE USA LAW**

All work produced during the employment, full or part time, physical or virtual or in any status, is deemed, to be the sole property of the company. No one has rights of any royalties or entitlements of any kind, even if such work has been attributed to a person, and not the company. Work undertaken is company's intellectual property and is protected by the USA "Made for Hire Laws". No person shall hold any of the company's property with them, physically, virtually or otherwise in any format, in any manner, at any time without the written consent of the company. Graphics, videos, codes or such product are our major products that are worth hundreds of millions of USA dollars and its UN-authorized use by the employee may render irreparable harm and loss to the company. See <http://copyright.gov/circs/circ09.pdf>

## **HOURS OF OPERATION – WORK SCHEDULES**

The management team / consortium shall decide on office hours. All employees shall be on a flex time wherein they are required to provide 2295 hours per year for new entrants (freshers), 2145 hours for employees with 2 years of service and 1995 hours for employees with 4 years or more service. The hours required roughly translates to about 269, 252, 234 working days per year for different seniority slabs based on about 8.5 hours per work day. Salary is calculated on per hour or any part there of, “hours worked”, basis. Employee are required to work weekends, if falling behind in their hours, and or to catch up with the production deadlines.

All full-time permanent employees may be given and have a key to open and close the office.

Typically everyone is expected to come no later than an hour after the start time and not leave any earlier than an hour before closing time to be able to provide 8.5 hours per work day. The employees must comply with all laws which currently is understood to be; to take off-time for no less than 20 minutes after 5 hours of continuous work and may not work more than 59 hours per week. Except for any emergencies, employees are expected to fill in their non-availability at least five work days in advance.

All employees are monitored, may be required work on monitoring or "Incutime" type software, and be responsible for writing in their own time sheet in real time. Time starts when logged into the system and not when they enter or open the office, and likewise ends when they log off and not when they exit or close the office. All intervals regardless of how small these are, are to be recorded in the same manner. Time sheets must not be doctored in any manner. In the event of power, the internet or any other similar goofs, that preclude real time entry, the employee shall be allowed to approximate manually at the next appropriate time, and all time sheet be validated by the assigned proctor. Time spent outside office on company tasks, shall be manually entered as soon as possible. Time is approximated close to 0.1 hours, 0.1 days when calculating. Cheating on time records or any other such obligations is deemed a very serious offense.

## **HOLIDAYS – VACATION – SICK LEAVE**

The Company has no pre-set holidays. Each employee is required to declare their own holiday's schedule at the outset of the calendar year. For monthly compensation purposes, the number of paid days will be assessed based on about 8, 10, 12 per month and reconciled quarterly and at year end. Vacation days

must be declared no less than five work days in advance. All days-off regardless of what these are for, holidays, vacation days, sick days, emergency time etc have been clubbed in one pre-recognized time off. Paid days not used by the end of the year will be paid to the employee in the final paycheck for that year. New entrants are encouraged and may work more than the minimum time required. Employees with service of more than 2 years may also be required to work beyond the minimum time and paid for extra time but such requirements are determined by the company and not employee discretion. All extra time shall be paid as extra time worked, and or the employee can build reserve days for long vacations. Any employee falling short of unannounced required time by 5% in any month may be subject to financial penalty. Last two weeks of the employment term can not be used as vacation or payment for not working. Employee must fulfill the agreement by physical presence until the last day of the last two weeks of the agreement term.

#### **PROFIT SHARING AND BONUS POLICY**

On a case by case method, the company may offer profit sharing and this provision is being handled in a separate document. This award is an over and above of the service agreement compensation. This is not a guaranteed reward to any employee, but is on a limited and selected basis only.

#### **RESEARCH, TRAINING, CONTINUING EDUCATION**

All employees are required to have minimum skill sets to perform their duties 100%. The company recognizes the need to undertake the research, and the time needed before attempting to start some tasks, training of new employees and continuing education to keep abreast of modern technologies and developments. As such company shall allow about 30% of the work time for employees with less than 2 years of service, about 20% time for persons with less than 4 years of service and about 10% for persons with 4 or more years of service. Company shall permit appropriately paid time for exams and or other continuing education. Each employee shall maintain and submit records monthly, for evaluation purposes. Employees personal efforts and their time and motivation is a critical ingredient to their personal growth. First six months of the freshers time, are very critical and they are required to take work, assignments to their home and complete on their own time without pay. The company is merely acting only as a catalyst in the eco-system and is not an obligatory party to such requirement.



## **PROFESSIONAL STANDARDS AND BUSINESS CONDUCT**

Each employee should be familiar with the policies and procedural guidelines that cover the business activities that are his/her responsibility. This requirement will vary significantly depending on the employee's position. It is hoped that by clearly setting forth the standards of behavior that the company expects from its employees, any misunderstandings will be minimized, and any questionable situation can be brought to the attention of the consortium and it be resolved. Any employee who has a question about these issues, or the policies governing them, that cannot be answered by the consortium is encouraged to direct the question to JAC. Employees are required to be upright citizens of good moral conduct. Any detrimental or tainted police record can terminate your employment from the company and be deemed as employee default of his /her service agreement.

## **EMPLOYEE RECORDS AND INFORMATION**

We shall maintain a record of each employee's employment, including such information as education, experience, work performance, and progress. These records are carefully reviewed when an employee is being considered for service agreement renewal, promotion etc. In accordance with the company policy and applicable law, all employee records, including but not necessarily limited to application forms and other records pertaining to hire, promotion, work schedule, times worked, termination, rates of pay or other terms of compensation, performance appraisal, and selection for training, kept by the company will be preserved. This does not apply to records for positions known to be of a temporary or seasonal nature.

## **PROBATIONARY PERIOD**

Unless the employee has been confirmed in writing as to his / her being upgraded from the initial probationary period, the employee is deemed to be in the probationary period only, no matter how long his / her employment continues in the company.

Minimum probationary period is six months. A new employee who does not perform satisfactorily, according to standards, and/or does not conform to the terms and conditions of employment, may be terminated after he/she has been given notice in writing, without any re-course on the part of the company.

## **EMPLOYMENT OF RELATIVES**

Though generally not seen as affirmative, employment of relatives may be permitted on a case by case situation, except in circumstances where an appointment would place related people in supervisory and subordinate roles or in a situation where influence could be exerted, directly or indirectly, on future decisions concerning the status of employment, promotion, or compensation.

## **TERMINATION FOR CAUSE**

The termination of an employee for cause by the company is generally the result of an individual's inability to attain the required level of performance in the job, failure to comply with required policies and procedures or standards of professional behavior applicable to employment, or repeated failure to perform required duties.

## **ABSENCES AND LATENESS**

Regular attendance is essential to the Company's efficient operation and is a necessary condition of employment. When employees are absent unwarrantable, schedules and customer commitments fall behind, and other employees must assume added workloads. Flex time opportunity is to be considered as blessings and is not a tool to circumvent daily requirement to fulfill your work assignments. Likewise, excessive use of time needed for emergency needs or sick days is not seen as a sign of considerate employee and will reflect on your renewal time and promotions. A composite of all employees works records is used as a guide in the evaluation of an individual's relative performance. Employees are expected to report to work as scheduled and be in the office on their appointed time. If it is impossible to report for work as scheduled, employees must call before they are late. Calling in is the responsibility of every absent employee. Company shall allow up to about 12 consecutive days for prolonged sickness and or pre-confirmed vacation at one time and no more than about 25 days per year, before taking any action against the employee. Use of excessive sick time as a tool to evade any employee obligation shall be deemed as a default on employees part. The company may allow unpaid leave for special circumstances.

## **BUSINESS EXPENSE REIMBURSEMENT**

The company will reimburse employees for all pre-authorized expense, which is direct business related to including travel expenses, office supplies, and mileage incurred while traveling on business. Employees must submit receipts for all expenses.

## **TELEPHONE AND COMPUTER USE POLICY**

The Company understands that when employees work during the week it is occasionally necessary to conduct personal business during office hours. However, employees should limit their personal use of the telephone during office hours.

Personal mobile phones should be on vibration mode. Unless specially assigned, and or permitted no one is allowed to use computers or any other office equipment for personal use.

### **SMOKING, DRUG AND ALCOHOL POLICY**

The Company maintains a non-smoking policy within the office. Employees may smoke outside premises. The Company realizes that the misuse of drugs and alcohol impairs employee health and productivity as it results in unsafe working conditions for all employees and customers. The Company is committed to maintaining a productive, safe, and healthy work environment, free of unauthorized drug or alcohol use. Any employee involved in the unlawful use, sale, manufacturing, dispensing or possession of controlled substances, illicit drugs, and alcohol on Company premises or work sites, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.

### **DRESS CODE POLICY**

The Company maintains a business casual working environment. Employees must use discretion in appropriate dressing for the office. Keep your headphone on your ears or neck so as to not waste any time in talking via PC and not disturb others.

### **PERFORMANCE EVALUATION, PAYMENTS AND ACCOUNTS**

All employees are required to maintain their work records and it is submitted on the monthly basis. Time sheets shall be given by the employee within 3 working days after the month end and the company shall pay the salary within 6 working days after this period.

1. INS shall withhold a minimum of one month's salary in escrow at all times (this 30 days period does not include any salary for the 9 working days).
2. Female employees may work 50 hours less from work time as written in this employment manual (for each seniority slab), which is be divided proportionally in the monthly settlements. Mothers with child(ren) under the age of 10 years

are entitled to a reduction of additional 50 hours from the required work time written within this manual (for each seniority slab).

3. All incentives, bonuses etc regardless of its name and or nature are not a contractual monetary obligation by the company. Only monetary company obligation to the employee is his/her salary, as agreed upon in the service agreement for the number of hours required to be worked by the employee for a period of the service agreement. Bonuses, incentives, etc are the discretionary awards and are at the sole decision by the company and may be withdrawn at any time without assigning any reason what so ever. Such monetary awards are not uniform across any slab or position in the company. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards.

#### **DEFAULT ON AGREEMENT AND ATTEMPT TO FRUSTRATE AGREEMENT**

Should the employee keep repeating the same mistake, resign in the midst of the agreement period, and or try to frustrate the agreement in any manner, the company reserves the right to reprimand the employee with a financial penalty, including reducing the salary scale. The company will enforce the penalty of 20% of the total financial amount in this agreement against the employee if the employee is not on par with company's expected standards.

#### **ESCROW AMOUNTS TO BE WITHHELD**

The principle guideline is that the company must withhold a minimum of 30 days wages as escrow at all times from the very beginning until 30 days past of the final completion of agreement term. In order to ease living expenses on freshers, the company may pay up to RS. 5,000.00 every month, however, provided the deduction must be minimum Rs 2,000.00 in that instance. The balance of the wages when the wage is higher than Rs 7000.00 must also be withheld until the withheld amount is equal to the employees 30 days wages for service agreements for one year or less. [The company will withhold 50% of first-month salary and 10% of salary in every subsequent month. It will be deducted till company withheld your current salary for new employee. Employees being rehired, shall continue with the escrow already held by the company and this escrow will be returned only after the completion of successive employment terms]. Should the wages increase in the duration of their agreement period, the difference in the amount being withheld must be made up in the next payment time. Should the employee earn any overtime, that could increase the employees total yearly compensation by more than 5%; then all such overtime payments shall be treated as the increment in wages and withholding shall be applicable to such overtime wages also. Full

balance wages shall be paid after the 30 days escrow security and or taxes if any, have has been withheld by the company. For employee renewing the contracts (after the first contract) – To continue the contract, the wage withholds policy shall be same as in here. If the amount has already been held in escrow there is no other fresh or extra withholding beyond the 30 days wages already withheld. Total withholding regardless of the %age and the total months it was collected in, shall remain to be equal to 30 days of the wages only for 1-year contracts.

For contracts higher than 1 year the withholding amount may be higher. Return of the employees withheld amount shall be after 30 days or completion of the business transaction(s) if any, whichever comes later, of the employee leaving the employment and after the employee has furnished and executed all final release documents. The intent is to ensure that all business transactions have been completed and settled by the employee before the withheld amount is released / effected.

#### **INCENTIVES, BENEFITS, BONUS AND OR SUPER BONUSES**

All incentives, bonuses etc regardless of its name and or nature are not a contractual monetary obligation by the company. Only monetary company obligation to the employee is his/her salary, as agreed upon in the service agreement for the number of hours required to be worked by the employee for a period of the service agreement. Bonuses, incentives, etc are the discretionary awards and are at the sole decision by the company and may be withdrawn at any time without assigning any reason what so ever. Such monetary awards are not uniform across any slab or position in the company. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards.

#### **OVERTIME POLICY:**

The overtime is principally for the freshers in their first two years agreement and or employees earning less than Rs 20,000.00. The overtime is primary to ensure that employees come on par for knowledge base as needed to operate in the company and or complete the company tasks. No overtime / extra time is permitted for undertaking tutorials or any remedial status. The overtime for the intermediate slab (2 to 4 years) and or wages earning between Rs. 20 to 30,000.00) is subject to approval by the management only. The overtime / extra time for this slab employees is principal to deliver the project on time. There is no overtime payment for senior most slab employees (4 years or more) and or employees earning more than Rs 30,000). The employees in this slab are expected to provide expected services / performance within their work time only. Settlement

of extra time or overtime is to be undertaken on a monthly basis. Accumulation of extra time will be allowed for up to 8 days for taking vacations and be carried forward for up to 150 running days only for purposes of taking vacation time only. Vacation time must be settled within about 5% of the time required / vacation taken and within every 180 days. If the time has been accumulated beyond 8 days and or not settled within 150 days after accumulation, it shall be forfeited. No one is entitled to take any time off unless it has been earned by the employee. In the event of any time allowed for emergency issues, employees must make good on it within 30 days. If an employee fails to complete his / her agreement time obligation, the company may fine up to 100% of the wages for that excessive absence period. The intent is to ensure that employees do not reduce their effective time required within the agreement period. Employees may sandwich their vacation with the holidays and or weekends, however, total running time at any one instance within and every 75 days interval period and unless approved by the management for any special reason, shall not exceed 12 running days.

#### **DAILY FLEX TIME**

Company has created daily flex time for employees to adjust for occasional personal-time needs or delay in transport issues and not for vacation-time use or adjustment in their daily work schedule. The current office time is about 9.30 AM to 7 PM (allowing for about 15 minutes before and after to open and close premises). If any employee is going to be coming late beyond about one hour or leaving earlier than normal closing time, they must inform the office immediately as soon as known to them. It is employee's responsibility to inform the office.

The office shall endeavor to keep it open every Saturday if there are at least two persons willing to work on a particular Saturday. If there are no "two persons" willing to come to work, that Saturday may be an off-day. For security reasons, just one female working alone in the office should generally be discouraged. Generally, Saturdays should be set aside for catching up on tasks and or letting employees build vacation-time ahead. Any one abusing the intent shall be bared from such attempts. The company has no issues in employees sandwiching holidays or weekends for their personal time but such arrangements are notified about a week prior and provided that, such time is earned and due to the employee. Virtual time for office work is for company needs only. The employees shall be allowed to work virtually from remote locations; by management pre-approval. Virtual time is not to be used for tutorials or abuse in any other form.

## **MATERNITY LEAVE**

This provision is retroactive with effect from January 1<sup>st</sup> 2016.

Maternity leave for females during the first 30 months of employment at the company is unpaid leave for up to 15 continuous months provided the agreement is extended by the same period as the leave granted. Maternity leave for males during the first 30 months of employment at the company is unpaid leave for up to 2 continuous months provided the agreement is extended by the same period as the leave granted. Both males and females may work from their home, upto 50% of the time, provided the company deems their work to be necessary. Training can not be provided within this “home time provision”. There is neither any paid maternity leave nor any provision as an employees right for the employee to work from home during the first 30 months of employment at the company.

If the employee is on an time agreement with the company, then, after the first 30 months of work at the company, the maternity leave for females is a paid leave for one day, per month that she worked for company, maximum up to 30 days and further unpaid leave for up to 15 months provided the agreement is extended by the same period as the leave granted. Maternity leave for males is one day for every six months that he worked for the company; paid leave upto maximum 6 days and unpaid leave for up to 2 months provided the agreement is extended by the same period. During this maternity leave period, both males and females may work from home up to 50% of the time. There is no prorated provision in the calculation of the days earned.

There is no provision for any maternity leave for non term agreement employees.

## **PROMOTIONS**

Employment at Incubers is rooted in encouragement, training and high production performance and is offered on the following basis:

Employees with 3 or more years of solid and verifiable experience outside, will be on a negotiated structure, on a case by case method. We may offer regular employment, contract agreement, portal partnership, leadership bonuses to eligible candidates.

All employees with more than 6 months but less than 3 years solid verifiable experience, outside, will work initially at Incubers for a period up to 30 days. During these 30 days we both shall evaluate each other. Company can terminate your employment if you are found unsuited, and pay you as it was agreed upon

at the outset. If you leave the employment on your own within these first 30 days, company shall not pay you any remuneration.

At any time within these first 30 days, we may offer you an employment at a salary acceptable to both of us. This is a base salary for no term agreement and you can leave the Incubers employment on a 45 days resignation notice from you to the company. Optionally, we may offer you a term contract and if you accept the term contract, we shall pay you upto about 7% increasement above the “No contract base salary”.

If you have less than 6 months solid and verifiable experience outside, you will be deemed to be an intern for up to first 6 months at Incubers. Internship is available only and provided you agree to work for Incubers for up to total of 30 month for the company (including the intership period). Increasement during these 30 months is based on two factors (a) – Statutory that is calculated by inflation and seniority which is given per annum, as per these two indicators (b) Knowledge and production which is calulated by your passing the test and performance as measured by the work produced. This is evaluated every quarterly. If we relieve you during the first 6 months of the internship period, neither of us owes anyone, any further obligation.

If you leave the internship and or the employment during the term, the employee shall owe the company Rs 75,000.00, for the company having incurred the cost of training the employee. If you complete the internship and the initial tenure of employment (30 months) you do not have to pay the company any cost of training you upon completion of the first 30 months. To ensure that company holds Rs 75,000.00 Company shall deduct and hold this sum in increasement to up to 25% per month until our hold back in escrow is held with us. This sum shall be released to you upon your leaving the employment.

Our training and expectation of the software developers is attached herewith. It is a 6 month's traning program. If you complete this program and pass the required test your base salary structure is minimum IRs 8,500.00 up to IRs 20,000.00 PM. If your production performance is on par you will get the pay scale as per this chart. If your production performance exceeds you shall receive added promotion in salary. Higher salary is only guaranteed as long you miantain your production performance. If the production performance drops the company reserves the right to reduce your salary. Production performance is measured by the productivity planner that your control and is entirely in the hands of the employee. On time satisfactory completion of the tasks is the primary measurement.



### **PRECEDENCE AND PREVAILING PRIORITY**

Oversights on the part of the company and or extra gracious instances provided are not to be used as a precedence for any employee's rights or repetitiveness requirements. The company must evolve to grow and these company rules principally are to be in the favor of the company or where the company wishes it to be for the better health of the employees. Employees can not enforce their own arguments with their interpretation of these rules. The spirit of the agreement and the language therein, is to ensure a common minimum platform of the company's growth. If any item(s) herein is in conflict with the employee service agreement and or the previously written employee handbook and or any other rule, and or any other precedence, the written employee service agreement shall be the first prevailing document and then this re-clarification amendment shall prevail, in that sequence. Verbal agreements, if any, are non-binding upon company.

### **ARBITRATION**

The parties agree to use their best efforts to amicably resolve disagreement and or dispute relating to this Agreement, if any. Any controversy, claim or dispute that cannot be so resolved, shall be settled by final binding arbitration in accordance with the rules of the laws of the state of Rajasthan and judgment upon the award rendered by the arbitrator or arbitrators may be entered into any court having jurisdiction thereof. Any such arbitration shall be conducted in Jaipur, or such other place as may be mutually agreed upon by the parties. Within seven (07) days after commencement of the arbitration, a bench shall be assigned consisting of one to three senior employees, and or possibly two professionals from outside duly appointed by INC. Each party shall bear its own costs and expenses and an equal share of the arbitrators expenses and administrative fees of arbitration. Company reserves the right to initiate the legal action in lieu of the arbitration process on a case by case merits.

### **MANAGEMENT**

Master management rests in the USA office. Jaipur office is a development office and the associates in the Indian offices may not be responsible for the hiring of any other employees and have limited authorities. All agreements are with the company and not with any individual(s) in Indian office.

# INCUBER SERVICES LLP

102 Vishvesariya Nagar, Jaipur, 302020 India

## Appointment Letter and Service Agreement

THIS AGREEMENT, made as of the \_\_\_\_\_, between Incuber Services LLP, hereinafter referred to as "the Company" and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ of local address: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ Permanent address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "the Employee" and or \_\_\_\_\_. THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements as outlined in the Incuber Employee LLP Service Manual Version 8.2, which is deemed incorporated herein and additional terms contained hereinafter, it is agreed by and between the parties hereto as follows:

1. Employee's employment term shall commence from \_\_\_\_\_ up to \_\_\_\_\_ unless terminated, in accordance with the provisions of this agreement. Employee's initial work title and work, in general, may be defined as including but not limited to, software technologist or IT design engineer, management associate with the emphasis on either, software development, or design, marketing, administration, data handling, equipment and or servers etc as needed by the company. The employee shall possess and deliver the minimum of four skill sets as defined by the company. In consideration of the professional services to be provided by employee; exclusively only to the company, he/she has asked of his/her free will, that during the term of his employment, he/she may be paid a gross salary of INRs. \_\_\_\_\_ per month from \_\_\_\_\_ and prorated from \_\_\_\_\_ to INRs. \_\_\_\_\_; from \_\_\_\_\_ to INRs. \_\_\_\_\_; per month; from \_\_\_\_\_ to \_\_\_\_\_ per month until \_\_\_\_\_; (or any part thereof, as prorated) inclusive of all benefits and allowances. Increments in wages, if any, are due only upon duly evaluated performance and are not automatic.

2. In the event of the breach of employees' time or skills requirement or default, on the part of employee, the employee, shall pay a penalty equal to 20% of the total deemed earnings of this entire agreement period. All taxes are the responsibility of the employee and shall be deducted at source by the company as per prevailing laws. An employee may not assign his obligations to anyone. The duties of employee are Multi Role. The employee shall devote his/her entire production time, ability and attention to the direction, as assigned by the Company.

At all times, Employee shall execute any task or agreement for and behalf of the company only and never as his/her personal. Notwithstanding other terms herein, an employee shall not have the right to make contracts or commitments without first obtaining the express written consent of the Company.

3. The employee shall refrain from either directly or indirectly or attempt to solicit the business of any client or customer of the company for his own, help anyone outside the company, or conduct any business for profit or otherwise that competes with company's interests even remotely. The employee shall not copy and or disclose any information of company or its products, to anyone outside the company during the employment period at the company and additionally for a period of two years after and beyond the termination of this agreement. All work generated by the employees is the sole property of the Company. "Made for Hire" a USA law is deemed incorporated herein.

4. This agreement may be modified if agreed upon by both parties in writing. Any notice given in connection with this agreement shall be in writing. This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, shall supersede all other agreements, if any, between the parties. The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the State of Rajasthan, India. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. If any term of this Agreement is held by a court to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such unenforceable term was never included.

5. The parties agree to use their best efforts to amicably resolve disagreement and or dispute relating to this Agreement if any. Any controversy, claim or dispute that cannot be so resolved, shall be settled by final binding arbitration in accordance with the rules of the laws of the state of Rajasthan and judgment upon the award rendered by the arbitrator or arbitrators may be entered into any court having jurisdiction thereof. Arbitration shall be conducted as per provision written the company policy, as attached herewith.

IN WITNESS WHEREOF the parties hereto caused this agreement to be executed with effect from \_\_\_\_\_.

Employee: X \_\_\_\_\_ Dated: \_\_\_\_\_ Witness X \_\_\_\_\_

For Company: X \_\_\_\_\_ Dated: \_\_\_\_\_ Witness X \_\_\_\_\_

Attachment: Incubers Services LLP Employee Manual Version 8.2

# INCUBER SERVICES LLP

102 Vishvesariya Nagar, Jaipur, 302020 India

## Appointment Letter and Service Agreement for No Time Bound

THIS AGREEMENT, made as of the \_\_\_\_\_, between Incuber Services LLP, hereinafter referred to as "the Company" and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ of local address: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ Permanent address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "the Employee" and or \_\_\_\_\_. THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements as outlined in the Incuber Employee LLP Service Manual Version 8.2, which is deemed incorporated herein and additional terms contained hereinafter, it is agreed by and between the parties hereto as follows:

1. Employee's employment term shall commence from Mar 15<sup>th</sup> 17 until terminated, in accordance with the provisions of this agreement. This employment is being offered by the company "AT COMPANY'S WILL". However, the employee has to provide 45 days notice period, to leave company's employment. Employee's initial work title and work, in general, may be defined as: (including but not limited to), Networking, software technologist or IT design engineer, management associate with the emphasis on either, software development, or design, marketing, administration, data handling, equipment and or servers etc as needed by the company. The employee shall possess and deliver the minimum of four skill sets as defined by the company. In consideration of the professional services to be provided by employee; exclusively only to the company, he/she has asked of his/her free will, that during the term of his employment, he/she may be paid a gross salary of **INRs. 8,000 PM** (or any part thereof, as prorated) inclusive of all benefits and allowances. Because of no minimum service time, the Employee is not entitled to any bonuses, or special time or money incentives as listed in the Employee manual which are reserved for time period agreement employees. If the employee fails to provide 45 days notice, he/she shall pay a penalty equal to the amount of the notice period not provided by the employee to the company. Except for the minimum service time period, all other terms of the employment as listed in the employee manual shall remain intact. In case of any ambiguity in language, the management's interpretation shall be deemed as final.

2. All taxes are the responsibility of the employee and shall be deducted at source by the company as per prevailing laws. An employee may not assign his obligations

to anyone. The duties of employee are **Multi Role**. The employee shall devote his/her entire production time, ability and attention to the direction, as assigned by the Company. At all times, Employee shall execute any task or agreement for and behalf of the company only and never as his/her personal. Notwithstanding other terms herein, an employee shall not have the right to make contracts or commitments without first obtaining the express written consent of the Company.

3. The employee shall refrain from either directly or indirectly or attempt to solicit the business of any client or customer of the company for his own, help anyone outside the company, or conduct any business for profit or otherwise that competes with company's interests even remotely. The employee shall not copy and or disclose any information of company or its products, to anyone outside the company during the employment period at the company and additionally for a period of two years after and beyond the termination of this agreement. All work generated by the employees is the sole property of the Company. "Made for Hire" a USA law is deemed incorporated herein.

4. This agreement may be modified if agreed upon by both parties in writing. Any notice given in connection with this agreement shall be in writing. This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, shall supersede all other agreements, if any, between the parties. The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the State of Rajasthan, India. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. If any term of this Agreement is held by a court to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such unenforceable term was never included.

5. The parties agree to use their best efforts to amicably resolve disagreement and or dispute relating to this Agreement if any. Any controversy, claim or dispute that cannot be so resolved, shall be settled by final binding arbitration in accordance with the rules of the laws of the state of Rajasthan and judgment upon the award rendered by the arbitrator or arbitrators may be entered into any court having jurisdiction thereof. Arbitration shall be conducted as per provision written the company policy, as attached herewith.

IN WITNESS WHEREOF the parties hereto caused this agreement to be executed with effect from \_\_\_\_\_.

Employee: X \_\_\_\_\_ Dated: \_\_\_\_\_ Witness X \_\_\_\_\_

For Company: X \_\_\_\_\_ Dated: \_\_\_\_\_ Witness X \_\_\_\_\_

Attachment: Incubers Services LLP Employee Manual Version 8.2