

INCUBER SERVICES LLP

EMPLOYEE SERVICE MANUAL

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INDEX

#	Content	Page #
1.	About us	3
2.	The company's mission and vision	4
3.	Equal employment policy	5
4.	Employee work is under "Made for hire, USA law"	5
5.	Hours of operation - work schedules	6
6.	Profit sharing and bonus policy	6
7.	Holidays - vacation - sick leave	7
8.	Research, training, continuing education	7
9.	Professional standards and business conduct	8
10.	Employee records and information	8
11.	Probationary period	8
12.	Employment of relatives	9
13.	Termination for cause	9
14.	Absences and lateness	9
15.	Business expense reimbursement	9
16.	Telephone and computer use policy	10
17.	Smoking, drug and alcohol policy	10
18.	Performance evaluation, payments and accounts	10
19.	Default on agreement and attempt to frustrate agreement	11
20.	Escrow amounts to be withheld	11
21.	Dress code policy	12
22.	Incentives, benefits, bonus and or super bonuses	12
23.	Overtime Policy	12
24.	Daily flex time	13
25.	Maternity Leave	13
26.	Promotions	14
27.	Internship	15
28.	Super Loyalty bonus	15
29.	Precedence And Prevailing priority	15
30.	Arbitration	16
31.	Management	16
32.	Draft services agreement for time bound employee	17
33.	Draft services agreement for non time bound employee	19

ABOUT US

Welcome to Incuber Services, hereinafter, referred to as “The Company” and or as “INS” and its “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 owner(s) currently Vijay K. Chopra. In Jaipur, India, facility, we create software and maintain virtual properties. Some of these are also listed under <https://www.VWork247.com> such as:
<https://www.Pnapna.com>- A Productivity And Task Manager
<https://www.Incutime.com>- An Employee Monitoring And Task Time Calculator
<https://www.CertifiedMLS.com> - A Real Estate Portal
<https://www.Reporton.Net>- An Online Document Creator
<https://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 higher 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 or 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 companies 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 whole 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" under a 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 the 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 2380 hours per year for new entrants (freshers), 2255 hours for employees with 2 years of service and 2125 hours for employees with 4 years or more service. The hours required roughly translates to about 280, 265, 250 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. 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.

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.

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 only, the number of paid days will be assessed based on about 8, 10, 12 per month (For each seniority slab) 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.

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 up to about 30% of the work time for employees with less than 2 years of service, up to about 20% time for persons with less than 4 years of service and up to 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 a total of 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 the employee's 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 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.

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 OR AN 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 salary 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 to ensure that the employee be abiding by the term bound employment. Hence the company must withhold a minimum of 30 days wages as surety at all times from the very beginning until 30 days past of the final completion of agreement term.

The surety holding amount shall be as per paragraph above and the employee shall provide his verified original high school, intermediate passing certificates and other degrees.

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 has 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 surety 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.

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.

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 (Allow about 15 minutes before and after to open and close premises for person with keys and assigned for this task). 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

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 (Excluding any training), up to 50% of the time, provided the company deems their work to be necessary. There is neither any paid maternity leave nor any provision as an employee's right for the employee to work from home during the first 30 months of employment at the company.

If the employee is on a 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, max 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 up to max 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. 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 prospective employees are offered an "orientation period" to work for the company for a period up to 30 days. During this orientation period 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 orientation employment on your own, company shall not pay you any remuneration. At any time within this orientation period, we may offer you an employment at a salary acceptable to both of us.

A non term period agreement employee can leave the employment on a 45 days resignation notice from employee to the company. Typically we pay about 7% increment for a timed term agreement above the "Non term period 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 internship period). Increment during these 30 months is based on two factors (a) - Statutory that is calculated by inflation and seniority which is given per year, as per these two indicators (b) Knowledge and production which is calculated 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.

Our training and expectation of the software developers is attached herewith. It is a 6 month's training 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 maintain 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.

INTERNSHIP

A typical internship for freshers in non-software track employee is considered to be about three months and for software track employees to be about six months.

Typically we can defray the cost of payments during the internship with about four times employment post such internship period.

Non-software track standard term duration is 15 months (including the 3 months internship). A shorter term may be given for lesser starting salary.

Software track standard term duration is 30 months (including the 6 months internship). A shorter term may be given for lesser starting salary.

SUPER LOYALTY BONUS

Beginning August 01st, 2017, the Company shall pay every employee a super loyalty bonus of Rs 1000.00 per month of completed service up to 60 months when the employee has completed his in-interrupted employment of 60 months. Employees hired prior to August 01st, 2017 are also entitled to this Super loyalty bonus on 60th month anniversary, however the bonus shall accrue only from August 01st, 2017 and not from their original date of employment. The amount is not calculated retroactive from their original date of hire. The amount is due only when you complete 60 months and is not paid for partial service and is not prorated.

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 can not be so resolved, shall be settled by final binding arbitration in accordance with the rules and the laws of the state of Rajasthan and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof for collection of such award. Any such arbitration shall be conducted in Jaipur, or at a place as mutually agreed upon by the parties. The bench shall be proposed first by the company and may be an employee of the company. The bench need not be from the legal fraternity. If the employee wishes to also have their appointed arbitrator, then the bench shall be increased to three or more arbitrators where in the others are appointed by the company.

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 at any legal institution, in lieu of the arbitration process on a case by case merits.

In the event of any breach of this agreement, the financial obligation of the employee to pay for the breach in agreement, is to be deemed a fraud by the employee and such case may be registered with the law enforcement, if the company so desires, prior to the arbitration or any other legal action.

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 _____ and or as gender neutral person "He". THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements as outlined in the Incuber Employee LLP Service Manual Version 8.4, which is deemed incorporated herein; it is agreed by and between the parties hereto as follows:

1. Employee's employment term shall commence from _____ and unless terminated up to _____, 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, *(one of: (1) Software technologist, (2) IT design engineer, or (3) Management associate)*. The employee shall possess and deliver, minimum of four key skill sets as defined by the company. In consideration of the professional services to be provided by the employee; exclusively only to the company, he has agreed of his free will, that during the term of his employment, he may be paid a gross salary of IRs. _____ per calendar month, from _____. Salary increment review may be considered if evaluated performance is merited but otherwise increments are not time bound automatically.

2. In the event of the breach of employees' time or skills requirement or any default to work, on the part of employee, the employee, shall pay a penalty equal to IRs _____ 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 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 personal. Notwithstanding other terms herein, an employee shall not have the right to make contracts or commitments without first obtaining the express written consent from 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, only, 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, yet 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 a disagreement and or a dispute relating to this Agreement if any. Any controversy, claim or dispute that can not be so resolved, shall be settled by a 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(s) 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 the date of employment.

Employee: _____ Dated: _____ Witness _____

For Company: _____ Dated: _____ Witness _____

Acknowledged as received attachment: Incubers Services LLP Employee
Manual Version 8.4

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 _____ and or as gender neutral person "He". THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements as outlined in the Incuber Employee LLP Service Manual Version 8.4, which is deemed incorporated herein; it is agreed by and between the parties hereto as follows:

1. Employee's employment term shall commence from _____ 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, *(one of: (1) Software technologist, (2) IT design engineer, or (3) Management associate)*. The employee shall possess and deliver, minimum of four key skill sets as defined by the company. In consideration of the professional services to be provided by the employee; exclusively only to the company, he has agreed of his free will, that during the term of his employment, he may be paid a gross salary of IRs. _____ per calendar month, from _____. Salary increment review shall be at company discretion. Increment may be considered if evaluated performance is merited but otherwise increments are not time bound automatic. 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 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. In the event of the breach of employees' time or skills requirement or any default to work, on the part of employee, the employee, shall pay a penalty equal to IRs _____ 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 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 personal. Notwithstanding other terms herein, an employee shall not have the right to make contracts or commitments without first obtaining the express written consent from 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, only, 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, yet 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 a disagreement and or a dispute relating to this Agreement if any. Any controversy, claim or dispute that can not be so resolved, shall be settled by a 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(s) 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 the date of employment.

Employee: _____ Dated: _____ Witness _____
For Company: _____ Dated: _____ Witness _____

Acknowledged as received attachment: Incubers Services LLP Employee
Manual Version 8.4