

**CONFIDENTIAL**

December 01, 2022

To,  
Vibhavari Birajdar  
House no. 32, "MATOSHRI",  
Laxmi Vihar, Deolai Road, Beed Bypass,  
Aurangabad-431010  
Email: [vibhavari30birajdar@gmail.com](mailto:vibhavari30birajdar@gmail.com)

**Subject: Appointment Letter as Junior Data Analyst, Findability Sciences**

Dear Vibhavari

Findability Sciences Pvt. Ltd is an award-winning Enterprise AI company, harnessing the power of data, cognitive computing and AI to empower businesses around the world as we solve their most complex and critical business challenges. In simple terms, we drive digital transformation in traditional enterprises by making them data superpowers.

Headquartered in Boston, Massachusetts, we now have offices across the United States, Japan, Canada, India and the UK, serving global customers across Manufacturing, Telecom, Retail, Professional Services, Financial Services and the Government.

Based on our various discussions & our mutual interest to work together, we are herewith pleased to appoint you a post of Junior Data Analyst from December 01, 2022. This appointment is valid post background verification clearance.

As a Junior Data Analyst, you will be responsible for working on performing assignments given by the company. Some of the activities you will be performing are, but not limited to –

- Working on databases to be able to extract and transform it for Prediction, Forecasting, generating Data and Business Insights per the client and Findability Platform needs.
- Analyzing results to be able to Clean and add 'missing' data to make it meaningful for machine learning and further analysis
- Generate data models and develop database designs, work on data mining using different segmentation techniques and a\using Findability Platform and additional available tools
- Work on databases like MySQL, MS SQL, Oracle, mongo DB, etc. and programme on XML, JavaScript, ETL frameworks etc. Improve and add more techniques relevant to the industry and clients today.
- Utilize the knowledge of statistics and experience using statistical packages for analyzing datasets in Excel, R, Python etc. and build highly accurate AI models.
- Analyze, collect, organize, and disseminate significant amounts of information with attention to detail and accuracy

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- Report writing and presenting findings
- Communicate results and insights and suggest alternatives, for clients and internal people for system and further improvement if necessary
- Create database Procedures for continuous use and improvement
- Work on API, data visualization and integration to other systems.
- Write connectors to different data sources.

Additionally, you will be carrying out activities assigned by your direct supervisor and management team of the company related to company business.

The terms & conditions of your appointment will be as follows:

1. Your total Cost to the Company (CTC) per year will be **INR 366,896 /-** Rupees (Three lakhs Sixty-Six Thousand Eight Hundred Ninety-Six Only)
2. Following will be break up of your total compensation

<b>Heads</b>	<b>Annual CTC</b>	<b>Monthly CTC</b>
Basic	160,000	13,333
HRA	80,000	6,667
Conveyance allowance	19,200	1,600
Medical Reimbursement	15,000	1,250
Education Allowance	2,400	200
Special allowance	43,400	3,617
Annual Festival Bonus	20,000	
<b>Total Gross</b>	<b>340,000</b>	<b>26,667</b>
PF Contribution	19,200	1,600
Gratuity Contribution	7,696	641
<b>Total CTC</b>	<b>366,896</b>	<b>28,908</b>

3. PF and Taxes as applicable in Maharashtra & India.
4. You will operate remotely from Aurangabad office.
5. You will be on Probation for a period of 6 months. For any breach of employment or customer interaction, Company reserves the right of terminating your services at any time without notice period and 30 days' notice, thereafter or for performance issues if any. However, company reserves the right to terminate employment at a shorter notice for the reason of lack of performance, any unlawful activities, nuisance behavior, create discord, crush morale and reduce co-workers' productivity or breach of terms and conditions.
6. During the probationary period, resignations are not permitted, unless mutually agreed, otherwise this would be considered as a breach under the terms of this appointment.
7. Your notice period for the purpose of separation from services of the Company shall be 90 days.

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8. No Leave travel allowance is granted.
9. You shall be also required to submit a copy of your valid passport / identity, proof of completion of your education, all education certificates, Aadhar card & PAN card within 15 days of you joining.
10. Upon commencement of employment, you shall not undertake any new initiatives of becoming an employee of any other competing business organization or a consultant, partner of a firm or proprietor of a business unit which directly or indirectly is in the business of providing IT solutions.
11. You are required to sign a Confidentiality Agreement/ PIIA with the Company at the time of joining.
12. By signing a copy of this letter, you confirm that you do not possess any proprietary documents or materials belonging to any of your previous employers, if applicable.
13. The other terms and conditions of your employment e.g. leave policy, work schedules; expense policy is per standard company policies, which are subject to change with or without any prior intimation.
14. Company reserves the rights to withhold compensation for any misrepresentation on experience, qualifications or any other information used to seek employment with the company.
  
15. As per the current policy, the normal business working hours will be 10 AM to 7 PM Monday to Friday. However, as the company provides services to North American as well as Japanese customers, because of time difference and customer communication, there will be a need to work late hours or early hours & weekends.

We look forward to a mutually beneficial long-term relationship.

Yours truly,

For Findability Sciences Pvt. Limited.

Authorized Signatory

I acknowledge the receipt of this appointment letter & accept the terms and conditions. I agree to join Findability Sciences Pvt. Ltd. on date \_\_\_\_\_

Signature:\_\_\_\_Date:\_\_\_\_  
( Vibhavari Birajdar)

**PROPRIETARY INFORMATION AND INVENTIONS  
AGREEMENT**

Effective as of the first day of my employment by the Company, the following confirms an agreement between Findability Sciences Pvt. Ltd & Inc, Companies formed per the laws of India & Delaware limited liability company, respectively (the “Company”) and the individual identified on the signature page to this Agreement. This Agreement is a material part of the consideration for my employment by the Company. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **NO CONFLICTS.** I have not made and agree not to make any agreement, oral or written, that is in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or the rights of any third party. When acting within the scope of my employment (or otherwise on behalf of the Company), I will not use or disclose my own or any third party's confidential information or intellectual property (collectively, “Restricted Materials”), except as expressly authorized by the Company in writing. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

**2. INVENTIONS.**

a. **Definitions.** “Intellectual Property Rights” means any and all patent rights, copyright rights, mask work rights, trade secret rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor). “Invention” means any idea, concept, discovery, invention, development, technology, work of authorship, trade secret, software, firmware, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, circuit, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

b. **Assignment.** To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company and which arise out of any use of Company's facilities or assets or any research or other activity conducted by, for or under the direction of the Company (whether or not conducted at the Company's facilities, during working hours or using Company assets), or which are useful with or relate directly or indirectly to any “Company Interest” (meaning any product, service, other Invention or Intellectual Property Right that is sold, leased, used or under consideration or development by the Company). I will promptly disclose and provide all of the foregoing Inventions (the “Assigned Inventions”) to the Company. I hereby make and agree to make all assignments to the Company necessary to accomplish the foregoing ownership. Assigned Inventions shall not include any Invention (i) that I develop entirely on my own time, (ii) without use of any Company assets and (iii) which is not useful with and does not relate to any Company Interest.

c. **Assurances.** I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company as my agent and attorney-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

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d. **Moral Rights.** To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, droit moral or the like (collectively, "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company.

**PROPRIETARY INFORMATION.** I agree that all Assigned Inventions and all other financial, business, legal and technical information, including the identity of and information relating to the Company's employees, Affiliates and Business Partners (as such terms are defined below), which I develop, learn or obtain during my employment or that are received by or for the Company in confidence, constitute "Proprietary Information". I will hold in strict confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. Proprietary Information will not include information that I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (a) my compensation records, (b) materials distributed to shareholders generally and (c) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, electronic mail messages and voice messages), and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

**4.RESTRICTED ACTIVITIES.** For the purposes of this Section 4, the term Company includes the Company and all other persons or entities that control, are controlled by or are under common control with the Company ("Affiliates").

a. **Definitions.** "Any Capacity" includes, without limitation, to (i) be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or assist any third party to do so; provided, Any Capacity will not include being a holder of less than one percent (1%) of the outstanding equity of a public company. "Business Partner" means any past, present or prospective customer, vendor, supplier, distributor or other business partner of the Company with which I have contact during my employment. "Cause" means to recruit, employ, retain or otherwise solicit, induce or influence (or to attempt to do so). "Solicit" means to (i) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity, (ii) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (iii) to solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

b.**Acknowledgments.** I acknowledge and agree that (i) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn and use Proprietary Information in performing my work for the Company and (ii) my position may require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success.

c. **As an Employee.** During my employment with the Company, I will not directly or indirectly: (i) Cause any person to leave their employment with the Company (other than terminating subordinate employees in the course of my duties for the Company); (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any commercial activity which competes or is reasonably likely to compete with any business that the Company conducts, or demonstrably anticipates conducting, at any

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time during my employment (a “Competing Business”).

**d. After Termination.** For the period of two (2) years immediately following termination of my employment with the Company (for any or no reason, whether voluntary or involuntary), I will not directly or indirectly: (i) Cause any person to leave their employment with the Company; (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any Competing Business located within the entire India, Commonwealth of Massachusetts, the rest of the region known as New England, the rest of the United States, or anywhere else in the world.

**e. Enforcement.** I understand that the restrictions set forth in this Section 4 are intended to protect the Company's interest in its Proprietary Information and established relationships and goodwill with employees and Business Partners, and I agree that such restrictions are reasonable and appropriate for this purpose. If at any time any of the provisions of this Section 4 are deemed invalid or unenforceable or are prohibited by the laws of the state or place where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The Company and I agree that the provisions of this Section 4, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

**5. EMPLOYMENT AT WILL.** I agree that this Agreement is not an employment contract for any particular term. I have the right to resign and the Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. This Agreement does not purport to set forth all of the terms and conditions of my employment, and as an employee of the Company, I have obligations to the Company which are not described in this Agreement. However, the terms of this Agreement govern over any such terms that are inconsistent with this Agreement and supersede the terms of any similar form that I may have previously signed. This Agreement can only be changed by a subsequent written agreement signed by the President of the Company (or authorized designee).

**6. SURVIVAL.** I agree that my obligations under Sections 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company, its Affiliates, successors and assigns. This Agreement may be freely assigned by the Company to any third party.

**GOVERNING LAW; REMEDIES.** Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the India & Commonwealth of Massachusetts without regard to the conflict of laws provisions thereof, as applicable based on location of work. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. I also understand that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be a adequate remedy, and, therefore, the Company will be entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies.

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I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

**FINDABILITY SCIENCES**

**EMPLOYEE**

**BY:**

**Name:** Alamelu Krishnamoorthy.

**Title:** Managing Director

**Signature**

**Name**

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