

INCUBER SERVICES LLP EMPLOYEE MANUAL

Version 8.8.2

Company address: 82 School St., Piscataway, N 08854 USA

Email: incubersUSA@gmail.com or info@incubers.com

Phone: 908 200 2020

Skype: vijay_kumar_chopra

1. ABOUT US

Welcome to Incuber Services LLP, also referred to as “Company” and or as “INS” and it’s “Employee Manual”, a benefits, terms and conditions document for full-time employees. This document or its likeness, is enforced upon initial employment for its duration. Upon completion of the initial employment duration, current or newer version, if any, is enforced for continued employment, thereafter. Word “his” is used as gender neutral in all our documents

Our name, derived from “Incubation” as a part of international engineering, to develop software products, for SAAS (Software as a service) and MAAS (Manpower as a service). INS is owned by Accutech Services, LLC, USA and Vijay K. Chopra. In Jaipur, India, facility, we create and maintain software, as virtual properties. All other functions such as hiring, administrative, financial, and sales etc are in USA office. Management rests in USA. Jaipur office associates are not responsible to employees for agreements. INS is evolving, so is this document.

2. THE COMPANY’S MISSION AND VISION

Vijay Kumar Chopra, also VIC, started this bootstrapped company with future expectation to include partners from funding, non-funding and public arena. The company is a “for-profit” entity between investors, customers, and employees, in that sequence. We shall:

- Strive to exceed, client expectations to improve their productivity.
- Commit equally to customers and employees.
- Invest in employee's knowledge and infrastructure to develop products needed.
- Offer employee to be part owners.
- Use commonsense, be disciplined and have minimal rules.
- Be highly productive and professionally managed.
- Be agile and rapid in developing products or changes.

However, any violation of the basic tenants of this mission statement may evolve in the further amendment to rules. Every employee is our brand ambassador to lead the company. Employees agree to use their personal efforts in promoting the company and its products wholeheartedly as a part of their employment condition.

3. EQUAL EMPLOYMENT POLICY

We are an equal opportunity employer to qualified persons. Grievances, are handled by a consortium. Until managing partners are placed, VIC shall serve as the principal capital owner but places the power to regulate employees in the hand of a consortium or a management team. Unless exempted in written, all employees agree to serve this consortium.

4. EMPLOYEE’S WORK IS “MADE FOR HIRE” under 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 very specifically the company. Work undertaken is the 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 without the written consent of the company. Graphics, videos, codes, content in any format, or such product are our major products that are worth hundreds of millions of USA dollars and its un-allowed use by the employee may render irreparable harm and loss to the company, and thus are subject to severe penalties. See <http://copyright.gov/circs/circ09.pdf> (Also on our site)

5. 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, 2255 hours for employees with 2 years of service. The hours required roughly translates to about 280, 265 working days per year for different seniority slabs based on about 8.5 hours per workday. Salary is calculated on per hour or any part thereof, "hours worked", basis. We require employees to work weekends / holidays, if falling behind in their hours, and or to catch up with the production deadlines. Full-time permanent employees may be given key to 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 provide 8.5 hours per workday. The employees must comply with all laws, which is understood to be; to take off-time for no less than 30 minutes after 5 hours of continuous work. Except for any emergencies, we expect employees to fill in their non- availability at least five work days in advance.

All employees are monitored, may be required to work on monitoring or "INUTIME" type of software, and be responsible for writing in their own time sheet in real time. Time starts when logged into the system and ends when they log off. 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 failures, that prevent 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 an offense.

6. HOLIDAYS, VACATION AND SICK LEAVE

The company has no pre-set holidays. Each employee is required to declare their own holiday's schedule, no less than 60 days prior. For monthly compensation purposes only, the number of paid days will be assessed based on about 8, 10 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 has been clubbed in one pre- recognized time off. Employees may 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. Employee must fulfill the agreement by physical presence until the last day of the last two weeks of the agreement term.

7. RESEARCH, TRAINING AND CONTINUING EDUCATION

All employees are required to have minimum skill sets to perform their duties. Company

recognizes training of new employees and continuing education to keep abreast of modern technologies and developments. For this, 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. Such paid time for improving skill sets must be matched equally in time, by the employee on their own unpaid, recorded time, either in office or at home.

8. PROFESSIONAL STANDARDS AND BUSINESS CONDUCT

Each employee should be familiar with the policies and procedural guidelines that cover the business activities that are his responsibility. This requirement will vary depending on the employee's position. Employees are required to be upright citizens of good moral conduct. Any detrimental or tainted police record can terminate your employment from company and be deemed as employee default of service agreement.

9. PROBATIONARY PERIOD

Any 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, with no re-course by the company.

10. EMPLOYMENT OF RELATIVES

Though generally not affirmative, employment of relatives may be permitted on a case-by-case, 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.

11. TERMINATION FOR CAUSE

The termination of an employee by the company would generally be as a 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.

12. ABSENCES AND LATENESS

Regular attendance is essential to the company's operations and is a necessary condition of employment. Employees are expected to report working 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 our 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.

13. BUSINESS EXPENSE REIMBURSEMENT

The company will reimburse employees for all pre-authorized expenses, 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.

14. TELEPHONE AND COMPUTER USE POLICY

Employees should limit their personal use of the telephone during office hours. Personal mobile phones should be in vibration mode. Unless specially assigned, and or permitted, we allow no one to use computers or any other office equipment for personal use.

15. SMOKING, DRUG AND ALCOHOL POLICY

INS has a non-smoking policy within the office premises. Any employee involved in the unlawful use or possession of controlled substances and alcohol on 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.

16. PERFORMANCE EVALUATION, PAYMENTS AND ACCOUNTS

All employees are required to maintain their work records, and submit it on 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 after 6 working days after this period. 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). Female employees may work 100 hours less from work time as written in this employment manual (for each seniority slab), which is to be divided proportionally in the monthly settlements. Mothers with child(ren) under the age of 10 years are entitled to a reduction of 200 hours from the required work time written within this manual.

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 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. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards.

17. 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. Examples of default are shouting, arguing, raising voices, not performing assignments as required, excessive time offs etc. Company reserves the right to judge such behavior. The company will enforce the penalty of 20% of the total salary amount, of one year, in this agreement against the employee if the employee is not on par with company's expected standards.

18. ESCROW AMOUNTS TO BE WITHHELD

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. Employees continuing beyond initial period, shall continue with the escrow already held by the company and this escrow will be returned only after the completion of successive / final employment.

19. DRESS CODE POLICY

Company maintains a business casual environment. Employees must use discretion in appropriate dressing. Keep your headphone on your ears or neck and not disturb others.

20. INCENTIVES, BENEFITS, AND BONUS

All incentives, bonuses etc regardless of its name and or nature are not a contractually binding on the company. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards.

21. OVERTIME POLICY:

Overtime is permitted selectively only with written authorization.

22. FLEX TIME

Employees can schedule own office times with our consent.

23. 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. 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.

24. 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 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.