

# **OFFER LETTER**

To,

Afreen Begum, D/O Mohammed Madhar, 9-2-42 Hasmath Pet, Near Dubai Gate, Old Bowenpally, Kukatpally, Hyderabad, Telangana - 500009.

Email: afreenbegum9618@gmail.com

Phone: +91 8309572835

Date: 24th July 2022

Dear Afreen Begum,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

## 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

# 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON.</u> The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony

Pooja Anthony

Pooja Anthony

**Authorized Signatory** 

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Docusigned by:

Afreen Begum

Date: Place:



# **Annexure**

SALA	RY STF	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance	<u> </u>	2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a	s per th	·		,



# **OFFER LETTER**

To,

Ayyagalla Aishwarya, D/O A Ballesh, 10-63, S C Colony, Nagaram, Keesara Mandal, Ranga Reddy, Telangana - 500083.

Email: aishwaryaayyagalla@gmail.com

Phone: +91 9515866717

Date: 24th July 2022

Dear Aishwarya,

Subject: **Letter of Appointment** 

Interview Dated: 15th July 2022 Reference:

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana - 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. **APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:**

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad - 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
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- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
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- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON.</u> The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
Pooja Anthony
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

lyyagalla lishwarya Ayyagaila Aishwarya

Date: Place:



# **Annexure**

SALA	RY STF	RUCTURE		
Designation:		Jι	ınior [	Data Service Engineer
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals	Da	Gross Salary Per Annum + Retirals
Components (In INR)	Rs.	18,333.33 Monthly	Rs.	220,000.00 Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance	<del>                                     </del>	-		44,000.00
LTA				
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
		,		,
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic				13,200.00
ESIC - Employers Contribution 4.75% of Gross Salary				10,450.00
Gratuity - Employer Contribution				
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a	s per th	ne company PI policy		



# **OFFER LETTER**

To,

Bathula Supriya Goud, D/O Bathula Srinivas Goud, 1-2-163, Budvel, Rajendranagar, K.V.Ranga Reddy, Telangana - 500030. Email: supriyabathula15@gmail.com

Phone: +91 9704783227

Date: 24<sup>th</sup> July 2022

Dear Supriya,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.
- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.



- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- 2. <u>COMPENSATION.</u> Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.
  - 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.



- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. "Confidential Information" means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the



Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

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  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;
- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop,



or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.

- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. <u>Scope of Non-Competition Obligation</u>. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the



Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.

- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
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- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.
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- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.
- 7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.



By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

DocuSigned by:

Pooja Anthony

D7F34BF4D5BD42F...

**Pooja Anthony** Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

-DocuSigned by:

Bathula Supriya Goud

Bathula Supriya Goud

Date: Place:



# **Annexure**

SALARY STRUCTURE				
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
	Rs.	Gross Salary per month + Retirals 18,333.33	Rs.	Gross Salary Per Annum + Retirals 220,000.00
Components (In INR)	113.	Monthly	1/2.	Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		,		



# **OFFER LETTER**

To,

Bhora Keerthi, D/O, Borra Shubakar, 6-7-530/A/P/55, Bansilalpet, Secunderabad, Hyderabad, Telangana - 500003.

Email: bhorakeerthi04@gmail.com

Phone: +91 9347602759

Date: 24th July 2022

Dear Keerthi,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

## 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

# 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
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Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Bliora keertlij

Bhora Keerthi

Date: Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	

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### OFFER LETTER

To,

Ceemala Poojitha, D/O Ceemala Satyanarayana, 6-3-1185/47, B.S. Maktha, Opposite Ambedkar Statue, Begumpet, Hyderabad, Telangana - 500016.

Email: poojithaceemala125@gmail.com

Phone: +91 9701098825

Date: 24th July 2022

Dear Poojitha,

Subject:

Letter of Appointment

Reference:

Interview Dated: 15th July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>rd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

## APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14th Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25th July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India

www.pacternedge.com

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## pactera edge

- You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. 1.4. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can 1.5. extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- During the period of probation, your services can be terminated by giving one month's notice or one month's 1.6. gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole 1.7. discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- You are required faithfully devote his best efforts and full working time, attention and skill to be business of the 1.8. Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as 1.9. applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- COMPENSATION, Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 2. LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. Annual Base Pay. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.

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- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### LEAVES 3

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## NON-DISCLOSURE

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. "Confidential Information" means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any

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customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which 4.4. cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## INTELLECTUAL PROPERTY

- "Intellectual Property" shall mean & include: 5.1.
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iiii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;

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- You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, 5.2. make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment 5.3.
- You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the 5.4.
- You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in
- This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which 5.5. cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that 5.6.
- You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment. NON-COMPETITION

- Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the 6. 1. Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself 6. 2.
- Consideration. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.

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- You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete 6. 3. are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 6. 4. above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. Enforcement. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration, you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with 6.6 your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. RULES OF CONSTRUCITON. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(les) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under 7.2. this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- Employees are required to protect the Company's assets and ensure their efficient use for legitimate business 7.3. purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

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- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or In connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.

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7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully,

For M/s. Pactera Technologies India Private Limited

Poojs Anthony

Pooja Anthony Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Ceemala Poojilia

Date: Place:

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8 of 9

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### Annexure

SALA	RY STRUC	TURE		
Designation:	Junior Data Service Enginee			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
	р	oss Salary er month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary				13,200.00
Gratuity - Employer Contribution				3,12,11,000,000,000
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00

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#### OFFER LETTER

To,

Ceemala Rajitha, D/O, Ceemala Satyanarayana, 6-3-1185/47, B.S. Maktha, Opposite Ambedkar Statue, Begumpet, Hyderabad, Telangana - 500016.

Email: ceemalarajitha@gmail.com

Phone: +91 8317674367

Date: 24th July 2022

Dear Rajitha,

Subject: **Letter of Appointment** 

Interview Dated: 15th July 2022 Reference:

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2nd Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana - 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14th Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad - 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25th July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.

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- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- 2. <u>COMPENSATION.</u> Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. Annual Base Pay. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.

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- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 LEAVES

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

#### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. "Confidential Information" means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any

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customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 INTELLECTUAL PROPERTY

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;

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- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. Consideration. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.

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- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. Enforcement. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration, you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON.</u> The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

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- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.

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7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony

D7F348F4D58D42F

Pooja Anthony Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Docusigned by:

Ceemala Rajitha

E58290A1D59E4E9

Ceemala Rajitha

Date: Place:

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India



#### Annexure

Designation:		Jı	inior D	ata Service Engineer
CTC Per Annum (A+B+C)	Rs. 220,00			
A: **Performance Incentive				
	Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals	
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance				-
LTA				
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic				13,200.00
ESIC - Employers Contribution 4.75% of Gross Salary	21			10,450.00
Gratuity - Employer Contribution				
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India



#### **OFFER LETTER**

To,

Ch Monika, D/O Chiguru Kanakaiah, 13-177/1, Old Mirjalguda, Above Satyanarayana Cafe, Malkajgiri, Ranga Reddy, Telangana - 500047. Email: chigurumonika@gmail.com

Phone: +91 7569412774

Date: 24th July 2022

Dear Monika,

Subject: **Letter of Appointment** 

Interview Dated: 15th July 2022 Reference:

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### **APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:** 1.

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14th Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad - 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

#### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
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- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony
D7F34BF4D5BD42F...
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Ch Monika Date: Place:



#### **Annexure**

SALARY STRUCTURE					
Designation:	Junior Data Service Engineer				
CTC Per Annum (A+B+C)	Rs. 220,000				
A: **Performance Incentive					
		Gross Salary per month +		Gross Salary Per Annum +	
	Rs.	Retirals 18,333.33	Rs.	Retirals 220,000.00	
Components (In INR)	1.0.	Monthly	110.	Annual	
Basic		9,166.67		110,000.00	
HRA		3,666.67		44,000.00	
Professional Pursuit Allowance		-		-	
LTA		-		-	
Food/Meal Allowance		1,500.00		18,000.00	
Special Allowance		2,029.17		24,350.00	
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00	
PF Employee Contribution		1,100.00			
Professional Tax		150.00			
ESI Employee Contribution		320.83			
TDS (Based on Investments)					
Net Salary	Rs.	14,791.67			
PF - Employer's Contribution 12% of basic				13,200.00	
ESIC - Employers Contribution 4.75% of Gross Salary				10,450.00	
Gratuity - Employer Contribution					
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00	
** This component will be paid to the employee a	s per th	e company PI policy			



#### **OFFER LETTER**

To,

Chinnam Shirisha, D/O Chinnam Venkatesh, 6-6-335, Rama Sway Compound, Secunderabad, Hyderabad - 500003. Email: shirisha.chinnam264@gmail.com

Phone: +91 9347670365

Date: 24<sup>th</sup> July 2022

Dear Shirisha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.
- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.



- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- 2. <u>COMPENSATION.</u> Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.
  - 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.



- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

#### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the



Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;
- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop,



or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.

- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.
- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. <u>Scope of Non-Competition Obligation</u>. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the



Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.

- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.
- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.



- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.
- 7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.



By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony
D7F34BF4D5BD42F...
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Chinnam Shirisha

Date: Place:



#### **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Chintha Patla Divya,
D/O Chintha Patla Shankar Rao,
3-41,Thurkapalle,Turkapalliyadaram,
KV Rangareddy,
Telangana-500078

Email: deepudivya335@gmail.com

Phone: +91 9963947918

Date: 17<sup>th</sup> October 2022

Dear Divya,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 14<sup>th</sup> October 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Project Associate on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 19<sup>th</sup> October 2022 as Project Associate of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.
- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.



- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- 2. <u>COMPENSATION.</u> Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,40,000 LPA (Indian Rupees Two Lakhs Forty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 2,14,200 (Indian Rupees Two Lakhs Fourteen Thousand and Two Hundred) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.
  - 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.



- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

#### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms,

memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or



coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;
- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.



- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein.
  - You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.
- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.



- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.
- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You



acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.

- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.
- 7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.



By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Docusigned by:
Paoja Anthony
D7F34BF4D5BD42F...

Pooja Anthony Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Chintha Patla Divya

Date: Place:



# **Annexure**

SALA	RY STR	UCTURE		
Designation:				Project Associate
CTC Per Annum (A+B+C)	Rs.			240,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	20,000.00	Rs.	240,000.00
Components (In INR)		Monthly		Annual
Basic		10,000.00		120,000.00
HRA		4,000.00		48,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,350.00		28,200.00
B: Gross Salary	Rs.	17,850.00	Rs.	214,200.00
PF Employee Contribution		1,200.00		
Professional Tax		150.00		
ESI Employee Contribution		350.00		
TDS (Based on Investments)				
Net Salary	Rs.	16,150.00		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				14,400.00 11,400.00
C: Retirals Total- Employer Contribution	Rs.	2,150.00	Rs.	25,800.00
** This component will be paid to the employee a		·		



# **OFFER LETTER**

To,

G Naga Swetha, D/O Gouti Sriramulu, 8-3-191-301, 33/D, Near Nalanda College, Vengalrao Nagar, Hyderabad, Telangana - 500038.

Email: bunnyswetha21@gmail.com

Phone: +91 8712282210

Date: 24th July 2022

Dear Naga Swetha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

- DocuSigned by:

Pooja Anthony

D7F34BF4D5BD42F...
Pooja Anthony

**Authorized Signatory** 

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by

G Naga Swetha

51B3DC7E7E3342C...
G Naga Swetha

Date:

Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Jangolu Sneha, D/O Jangolu Rajesh, 8-2-269/19/253, Indira Nagar, Banjara Hills, Hyderabad, Telangana - 500045.

Email: jangolusneha@gmail.com

Phone: +91 7993003771

Date: 24th July 2022

Dear Sneha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

### 4 **NON-DISCLOSURE.**

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
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- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
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7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited



On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.





# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Kasi Dhanalaxmi, D/O Kasi Chinna Rao, 5-5-35-332/145B, AVB Puram, Balanagar, Kukatpully, Ranga Reddy, Telangana – 500018.

Email: kasidhanal@gmail.com Phone: +91 9618549285

Date: 24th July 2022

Dear Dhanalaxmi,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

### 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Paoja Anthony
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Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

— Docusigned by: Kasi Dhanalax mi

Kasi Dhanalaxmi

Date: Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



### **OFFER LETTER**

To,

Kosika Srividya, D/O Kosika Krishna, 7-1-308/1/1, Scientific Colony, Balkampet, Ameerpet, Hyderabad, Telangana - 500038.

Email: srividyakosika@gmail.com

Phone: +91 9502147526

Date: 24th July 2022

Dear Srividya,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15th July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.

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- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
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- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
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- 4.3. "Confidential Information" means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any

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customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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# 5 INTELLECTUAL PROPERTY

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company:



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. Consideration. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. Enforcement. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration, you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON</u>. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India

www.pacteraedge.com



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

DocuSigned by

Pooja Anthony

Pooja Anthony

Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by

kosika Srividya 2BAC9BD7A1AC4CE... Kosika Srividya

Date:

Place:

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India



# Annexure

SALA	RY STRUC	TURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
	Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals	
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		: <del>•</del>		5
LTA		·		*
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic				13,200.00
ESIC - Employers Contribution 4.75% of Gross Salary				10,450.00
Gratuity - Employer Contribution				
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a	s per the c	ompany PI policy		



# **OFFER LETTER**

To,

Kumbri Shashi Rekha,
D/O Shanker, 11-2-380/1/1,
Mylar Gadda, Sitafal Mandi,
Secunderabad, Hyderabad,
Telangana – 500061.

Email: shashirekha9214@gmail.com

Phone: +91 9381051897

Date: 24th July 2022

Dear Shashi Rekha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

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  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
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- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
Pooja Anthony
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

kumbri Shashi Rekha

C14F71D9671144C... Kumbri Shashi Rekha

Date: Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Manga Anusha, D/O Siddeshwar Goud, 1-2-1 B/A, Near Chowrastha, Fathenagar, Medak, Telangana - 502110.

Email: mangaanusha65@gmail.com

Phone: +91 9652755761

Date: 24th July 2022

Dear Anusha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Paoja Anthony
D7F34BF4D5BD42F...
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Docusigned by:

Manga Anusha

OF201ADFDDAE495...

Manga Anusha

Date:

Place:



# **Annexure**

SALARY STRUCTURE					
Designation:	Junior Data Service Engineer				
CTC Per Annum (A+B+C)	Rs. 220,000				
A: **Performance Incentive					
		Gross Salary per month +		Gross Salary Per Annum +	
	Rs.	Retirals 18,333.33	Rs.	Retirals 220,000.00	
Components (In INR)	1.0.	Monthly	110.	Annual	
Basic		9,166.67		110,000.00	
HRA		3,666.67		44,000.00	
Professional Pursuit Allowance		-		-	
LTA		-		-	
Food/Meal Allowance		1,500.00		18,000.00	
Special Allowance		2,029.17		24,350.00	
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00	
PF Employee Contribution		1,100.00			
Professional Tax		150.00			
ESI Employee Contribution		320.83			
TDS (Based on Investments)					
Net Salary	Rs.	14,791.67			
PF - Employer's Contribution 12% of basic				13,200.00	
ESIC - Employers Contribution 4.75% of Gross Salary				10,450.00	
Gratuity - Employer Contribution					
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00	
** This component will be paid to the employee a	s per th	e company PI policy			



# **OFFER LETTER**

To,

Namoju Madhuri, D/O Namoju Saida Chary, 7-125, Sri Nagar Colony, Kuntloor, Hayath Nagar Mandal, Hayathnagar, K.V. Rangareddy, Telangana - 501505. Email: madhurinamoju@gmail.com

Phone: +91 7680044904

Date: 24th July 2022

Dear Madhuri,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

# 1. <u>APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS</u>:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON</u>. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

DocuSigned by:

Pooja Anthony

Pooja Anthony

**Authorized Signatory** 

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

Namoju Madluri —BBCFE424BC40443...

Namoju Madhuri

Date: Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Radha Patel, D/O Chakradhar Patel, 6-3-801/C, Behind JC Brothers, Ameerpet, Begumpet, Hyderabad, Telangana - 500016.

Email: radhapatel1401@gmail.com

Phone: +91 9145150703

Date: 24th July 2022

Dear Radha,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
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- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

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- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Paoja Anthony

Pooja Anthony

Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

-DocuSigned by:

Kadua patul 243C366A84BE48A.. Radha patel

Date:

Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Rinky Singh, D/O, Ajay Kumar Singh, Plot No.19, Teacher Colony, Alagol Road, Sangamithra High School, Zahirabad, Medak, Telangana - 502220. Email: rinky131s@gmail.com

Phone: +91 8639530369

Date: 24th July 2022

Dear Rinky Singh,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

# 1. <u>APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS</u>:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
Pooja Anthony
Pooja Anthony

**Authorized Signatory** 

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

Rinky Singh — D53915258C7A429... Rinky Singh

Date:

Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Salma Shaheen, D/O Syed Aftab Hussain, 1-8-510/2, Patiagadda, Begumpet, Secunderabad, Hyderabad, Telangana - 500003.

Email: syed.aftab7900@gmail.com

Phone: +91 9032657170

Date: 24th July 2022

Dear Salma Shaheen,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

#### 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
D7F34BF4D5BD42F...
Pooja Anthony

**Authorized Signatory** 

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

Salma Shaheen Date:

Place:

2nd Floor, Purva Summit, White Fields, Kondapur, Hyderabad, 500081, India



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs. 220,000			
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



## OFFER LETTER

To,

Shagufta Begum, D/O Mohammed Shoukat, 7-2-287/33, Kailash Nagar, Sanath Nagar, Hyderabad, Telangana - 500018. Email: shagufta8367@gmail.com

Phone: +91 8367312969

Date: 24th July 2022

Dear Shagufta,

Subject: Letter of Appointment

Reference: Interview Dated: 15th July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
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- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
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  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



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- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
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- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 5 INTELLECTUAL PROPERTY

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 6 NON-COMPETITION

- 6. 1. <u>Business Relationships and Goodwill.</u> You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. Enforcement. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. <u>RULES OF CONSTRUCITON.</u> The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony
DTF348F4D58D42F...

Pooja Anthony Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

Shagufa Bugum ASAESSOSSBA1402 Shagufta Begum

Date: Place:



# Annexure

SALA	RY STR	UCTURE		
Designation:	Junior Data Service Enginee			
CTC Per Annum (A+B+C)	Rs. 220,0			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals	T.	Gross Salary Per Annum + Retirals
y y	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance				
LTA		-		-
Food/Meal Allowance		1,500.00	8	18,000.00
Special Allowance	-	2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00	8	
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67	9	
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary		_		13,200.00
Gratuity - Employer Contribution				
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a	s per th	e company PI policy		



# **OFFER LETTER**

To,

Shaik Tasleem,
D/O Shaik Moulana,
1-37, Lalgadi MalakPet,
Sharmirpet, K.V. Ranga Reddy,
Telangana - 500078.

Email: shaiktasleem3105@gmail.com

Phone: +91 9182940263

Date: 24th July 2022

Dear Shaik Tasleem,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony
D7F34BF4D5BD42F...
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:
Shaik Taslum
52B1DD1659744D7...
Shaik Tasleem
Date:
Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Shamala Ramya, D/O Shamala Narsimha, 1-1-29/A 126/3, Kapra, Adarsh Nagar, Jammigadda, Ranga Reddy, Hyderabad, Telangana - 500062. Email: shamalaramya789@gmail.com

Phone: +91 9550689928

Date: 24th July 2022

Dear Ramya,

Subject: **Letter of Appointment** 

Interview Dated: 15th July 2022 Reference:

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

#### **APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:** 1.

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14th Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad - 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Pooja Anthony
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Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:
D9571BEC50B2405.
Shamala Ramya

Date:

Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



# **OFFER LETTER**

To,

Sonkamble Swapna, D/O Sonkamble Villas, 5-3-121, Shanthi Nagar, Near Ramalayam, Tirumalagiri, Kukatpally, Hyderabad, Telangana - 500072.

Email: swapnasonkamble18@gmail.com

Phone: +91 8639247642

Date: 24th July 2022

Dear Swapna,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

## 3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

## 4 NON-DISCLOSURE.

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

## 5 <u>INTELLECTUAL PROPERTY</u>

- 5.1. "Intellectual Property" shall mean & include:
  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

#### 6 NON-COMPETITION

- 6. 1. Business Relationships and Goodwill. You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

— DocuSigned by: Paaja Anthany

D7F34BF4D5BD42F...
Pooja Anthony

Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

-- DocuSigned by:

D31FC225C69547A...
Sonkamble Swapna

Date: Place:



# **Annexure**

SALA	RY STF	RUCTURE		
Designation:		Jι	ınior [	Data Service Engineer
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals	Da	Gross Salary Per Annum + Retirals
Components (In INR)	Rs.	18,333.33 Monthly	Rs.	220,000.00 Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance	<del>                                     </del>	-		44,000.00
LTA				
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
		,		,
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic				13,200.00
ESIC - Employers Contribution 4.75% of Gross Salary				10,450.00
Gratuity - Employer Contribution				
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a	s per th	ne company PI policy		



# **OFFER LETTER**

To,

Y Chandrika, D/O Yerrolu Raj Kumar, 65-143, S I R Nagar, Near Kalimandir, Bandlaguda Jagir, Rajendranagar, Telangana - 500086.

Email: chandrikaraj132002@gmail.com

Phone: +91 9182921233

Date: 24th July 2022

Dear Chandrika,

Subject: <u>Letter of Appointment</u>

Reference: Interview Dated: 15<sup>th</sup> July 2022

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2<sup>nd</sup> Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

### 1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14<sup>th</sup> Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is 25<sup>th</sup> July 2022 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving three months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
- **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
  - 2.1. <u>Annual Base Pay</u>. From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakh Ninety-Six Thousand Three Hundred and Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's polices for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3 Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4 You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

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- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. <u>"Confidential Information"</u> means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any



customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents, materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, complied or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or form any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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  - (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patenable or unpatenable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
  - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
  - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;



- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.
- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The wavier applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
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- 6. 2. <u>Consideration</u>. You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



- 6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
- 6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
- 6. 5. <u>Enforcement</u>. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
- 7. **RULES OF CONSTRUCITON**. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully, For M/s. Pactera Technologies India Private Limited

Poojs Anthony
D7F34BF4D5BD42F...
Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

U (luandinka —E7A72578278948B... Y Chandrika

Date: Place:



# **Annexure**

SALA	RY STR	RUCTURE		
Designation:	Junior Data Service Engineer			
CTC Per Annum (A+B+C)	Rs.			220,000
A: **Performance Incentive				
		Gross Salary per month + Retirals		Gross Salary Per Annum + Retirals
	Rs.	18,333.33	Rs.	220,000.00
Components (In INR)		Monthly		Annual
Basic		9,166.67		110,000.00
HRA		3,666.67		44,000.00
Professional Pursuit Allowance		-		-
LTA		-		-
Food/Meal Allowance		1,500.00		18,000.00
Special Allowance		2,029.17		24,350.00
B: Gross Salary	Rs.	16,362.50	Rs.	196,350.00
PF Employee Contribution		1,100.00		
Professional Tax		150.00		
ESI Employee Contribution		320.83		
TDS (Based on Investments)				
Net Salary	Rs.	14,791.67		
PF - Employer's Contribution 12% of basic ESIC - Employers Contribution 4.75% of Gross Salary Gratuity - Employer Contribution				13,200.00 10,450.00
C: Retirals Total- Employer Contribution	Rs.	1,970.83	Rs.	23,650.00
** This component will be paid to the employee a		·	- 101	



Date: 06 01 2022

# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. Atha Anjum,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11.000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).

Priv

• You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. A. Divua

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

After training: RS.15,000/- CTC (Rupees Filtern Filter										lavoo	Net
Basic	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Salary
+ DA			2012		805	437	334	15000	805	101	12518
6712	2685	2014	2013	13424	803	10.					

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad - 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. B. Manasa

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5&6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

	Aftei	r trainir	1g: KS.1	3,000/- (	IC (Nupees	meed		•			
Basic	HRA	CCA	FCA	Gross Salary	Employer	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
+ DA				Salary					225	101	12518
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12316

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad - 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



Date: 06/01/2022.

# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. G. Bhavani

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

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Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013		805	437	334	15000	805	101	12518
0.11											

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,

Vice President - HR w/ndia \* 10



Date: 06 01 2022

# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms.	Chano	ling,
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With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

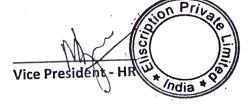
The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,





# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. <u>Samiya</u> zareen.

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

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Basic	HRA	CCA	FCA	Gross	Employer PF	Employer ESI	Gratuity	стс	Employee PF	ESI	Salary
+ DA				Salary		23.	٠,		005	101	12518
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12310
0/12	2005										

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

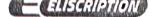
The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad — 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. M. Mangsa,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,
For Eliscription Pvt. Ltd,

Vice President - HR India 40



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. D. Shouthi

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

			0	, ,							
Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. M. Manasa,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below: **During the training (6 months):** 

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad — 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,

Vice Presiden



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. V. Kaishnas ree

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. P. Syr Renuka Sai,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

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	Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
	6712	2685	2014	2013	13424	805	437	334	15000	805	101	<b>125</b> 18
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- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
- Net Salary = (Gross Salary) (Employee PF + Employee ESI).
- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

The management reserves the right to withdraw the said offer in case you are found medically unfit and if any of the information provided by you is found misleading or misconceived and/or if any of the conditions of joining formalities are not fulfilled by you at the time of joining.

If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad - 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. V. Mohana Vassha

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below: **During the training (6 months):** 

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

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- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad - 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,

Vice President - HR India 100



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. <u>S. Jahnaul Dug</u>a,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below: **During the training (6 months):** 

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
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After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
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This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad - 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You, For Eliscription Pvt. Ltd,



# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. M. Sai Sushma,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below: **During the training (6 months):** 

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5&6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad — 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



Date: 06 01 2022

# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. B. Manisha

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below: During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
6712	2685	2014	2013	13424	805	437	334	15000	805	101	12518

- CTC = Gross Salary + Employer PF + Employer ESI + Gratuity.
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- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

This offer is provisional in nature and the formal offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities as discussed during the interview process.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad — 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



Date: 06 01 2022

# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. S. V. Dryanka,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
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After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
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- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad — 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,

Vice Preside



Date: 06 01 2 022

# PROVISIONAL OFFER LETTER

Dear Mr. / Ms. D. Tanishca

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
3 & 4	10,500	ESI
5 & 6	11,000	ESI

After training: Rs.15,000/- CTC (Rupees Fifteen Thousand only) per month.

			•	-							
Basic + DA	HRA	CCA	FCA	Gross Salary	Employer PF	Employer ESI	Gratuity	стс	Employee PF	Employee ESI	Net Salary
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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,



Date: 06 01 2022

# **PROVISIONAL OFFER LETTER**

Dear Mr. / Ms. 5 Vannshi polyanka,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer provisionally an appointment to you as "MEDICAL TRANSCRIPTIONIST TRAINEE" for Medical Transcription process in Eliscription Pvt. Ltd, Hyderabad.

You will be paid monthly emoluments as mentioned below:

During the training (6 months):

Months	Stipend per month in Rs.	Statutory Benefits
1 & 2	10,000	ESI
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- You have to sign the service agreement for a period of two (2) years including training period with original certificates.

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If you accept the above, please report to the HR department of Eliscription Pvt Ltd, B-91, A.P.I.E. Sanathnagar, Hyderabad – 18, within the specified time discussed during the interview process.

If you need any additional information/clarifications, please contact HR Department at (040) 44451205/44, 9676366722/8106773344.

Thanking You,

For Eliscription Pvt. Ltd,

# BE YOURSELF, MAKE A DIFFERENCE.



10-Jan-2022

C6019265



\*For Accenture use only

SOWMYA Srinivas BIRAKAYALA 6-6-426/135/A Bansilalpet secunderabad 500003 Management Level - 13 Sublevel - 3

Job Profile - Digital Content Management New Associate Job Family Group - Business Process Delivery Business Deal - Digital Operations

Dear SOWMYA,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Version 7.7 Dec 2021

Candidate's Signature

Reference Id: d4d878de-b8f5-477c-9942-df11f8d88733\_2

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

You are required to provide copies of all mandatory documents required by the Company before joining and during the course of your employment, as per the timelines specified/communicated by the Company from time to time or any alterations/amendments as per the discretion of the Company. These documents include, but are not limited to, your education and past employment/s. The offer of employment and your employment with the Company is dependent on timely submission of such required documents. Non furnishing of mandatory document/s as per the manner and within the specified time shall result in termination of employment.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 232000** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

**SOWMYA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **bhavani.thota** at **7781949916** should you have anything you would like to discuss further.

Candidate's	Signature	

We believe you have a successful career ahead of you and look forward to your joining us. Yours sincerely,

La mark-

Jal Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:	
[Insert full legal name] Date:	Candidate's signature

#### **ANNEXURE 1**

Your compensation is as mentioned below:

Total Cash Compensation		
	Annual(INR)	
(A) Annual Fixed Compensation*	INR 200000	
(B) Variable Bonus earning potential	Min.	Max.
(b) variable bonds carring potential	0%	16%
Annual Total earning potential (A+B)	Min.	Max.
7 militar Total Carrining potential (7.1. b)	INR 200000	INR 232000

-Annual fixed compensation of **INR 200000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

#### Note: For International Worker Only\*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Stat Bonus amounts if payable to you. Such stat bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Stat Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum.

<sup>\*</sup> Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

- a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
- b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.
- 2. Personal Accident coverage for self, up to three times your annual fixed compensation.
- a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- 3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

- 4. Gratuity as per The Payment of Gratuity Act, 1972.
- 5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.
- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above mentioned benefits.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

#### **ANNEXURE 3**

#### **DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:	KNOWLEDGED AND AGREED:	ACKNO	A
[Insert full legal name]	nsert full legal name]	[Insert	[
Date:	ate:	Date:	

#### **ANNEXURE 4**

# **REQUIRED DOCUMENTATION**

- 1. Two passport size copies of your recent photograph
- 2. Copy of highest education certificates
- 3. Copy of any mark sheets (Last semester mandatory)
- 4. Relieving Letters from previous employer
- 5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
- 6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
- 7. Copy of Aadhaar Card We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Ref No: 18919691 24-Nov-2021

Pushpalatha Soulapuram



# Dear Pushpalatha,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Process Executive - Data** with **Cognizant Technology Solutions India Private Limited** ("Cognizant"). Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 240,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations and practices currently in place at the time of employment.

We request that you join us on or before 25-Nov-2021.

#### Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For Cognizant Technology Solutions India Private Limited ("Cognizant"),

Shibu Balakrishnan

**Sr.Director-Talent Acquisition** 

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:



#### **Compensation and Benefits**

Name: Pushpalatha Soulapuram Designation: Process Executive - Data

SI. No.	Description	Monthly	Yearly
1	Basic	7000	84,000
2	HRA*	2800	33,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	3840	46,080
8	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	510	6,120
	Annual Gross Compensation		240,000
	Annual Total Compensation		240,000
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		259,500

As an associate you are entitled to the following additional benefits:

- Floating medical insurance coverage
- Round-the-clock group personal accident insurance coverage
- Group term life insurance coverage
- Employees' compensation insurance benefit as per the Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

• From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

# Category of Leave

- Earned Leave 18 days
- Sick Leave 12 days
- Casual Leave 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.



#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "House Rent Allowance," will be considered. This does not include payments made through "Special Payout.

Determination of PF wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

# **Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

#### \* Flexible Benefit Plan:

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

- 1. Choose from an array of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

#\* Advance Statutory Bonus is in line with the provisions of the Payment of Bonus Act

#### Note:

- Any statutory revision of Provident Fund/ESI contribution or any other similar statutory benefits will result in a change in the net take-home salary. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

## **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 24-Nov-2021 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

**AND** 



Pushpalatha	Soulapuram,	(Age)	,residing	at
		(hereinafter r	eferred to as "you	," "your" or
"yourself," which s	shall, unless counter to the	context or meaning the	ereof, be deemed to	o mean and
include his/her he	irs, executors and administ	rators) of the OTHER F	PART.	

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

#### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

# 1. Duties and Responsibilities

- a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

#### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

#### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate



any agreement or obligations that you have with them.

#### 4. Confidentiality

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices.
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule



- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.
- b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.
- c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.
- d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## 9. Non-Compete and Non-Solicit Restrictions

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

#### 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

### 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

#### 13. Unauthorized Absence

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:
- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### 17. Survival

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law



The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant 7	Technology	Solutions I	ndia Private Lim	ited F	Pushpalatha Soular	ouran

Shibu Balakrishnan

**Sr.Director-Talent Acquisition** 

I have read, understood and accept the above-mentioned terms.

Signature: Date:



Ref No: 21716400 23-Jun-2022

Beera Divyasree



Dear Beera.

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of Process Executive - Voice with Cognizant Technology Solutions India Private Limited ("Cognizant"). Your place of posting will be Hyderabad.

Your annual total compensation will be INR 210,002. Please see Compensation and Benefits for additional details on your compensation. Cognizant has considered 0 months of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in Employment Agreement, as well as any rules, regulations and practices currently in place at the time of employment.

We request that you join us on or before 23-Jun-2022.

#### Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For Cognizant Technology Solutions India Private Limited ("Cognizant"),

Shibu Balakrishnan

for the

Sr.Director-Talent Acquisition

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Divya Sree

Date: 23 6 22



Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "House Rent Allowance," will be considered. This does not include payments made through "Special Payout.

Determination of PF wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

#### Employee State Insurance (ESI):

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

#### \* Flexible Benefit Plan:

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

- 1. Choose from an array of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

#\* Advance Statutory Bonus is in line with the provisions of the Payment of Bonus Act

#### Note:

- Any statutory revision of Provident Fund/ESI contribution or any other similar statutory benefits will result in a change in the net take-home salary. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

# **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 23-Jun-2022 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

**AND** 

Beera Divyasree, 22 (Age) residing at LTG-110/9 4th phase KPHB (olony kukatpally Hyderabad

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



# 18. Dispute Resolution and Governing law

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Beera Divyasree

Shibu Balakrishnan

Sr.Director-Talent Acquisition

I have read, understood and accept the above-mentioned terms.

Signature: Divya Stee Date: 23/6/22

Dear HARI PRIYA,

Congratulations! We are delighted to offer you the Role of <u>Tax Analyst</u> at Global Expat Tax Consulting LLP. The location of your reporting will be at Manjeera Majestic Commercial, KPHB, and Hyderabad, India. The date of your joining is <u>20th December 2021 at 9.45 AM.</u>

The CTC is fixed at <u>Rs.15,000</u> and it is subjected to necessary deductions as per the applicable laws in the State/Country.

Your employment will be governed by the rules, regulations and policies of the Company.

The terms of this offer letter shall remain confidential and are not to be disclosed to any third party.

Welcome to **Global Expat Tax Consulting LLP**. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

The components of CTC are as below.

Type of Earnings Per Month	Amount in Rs
Basic & DA	6,000.00
HRA	4,500.00
Conveyance Allowance	1,500.00
Medical Allowance	1,500.00
Meal & Telephone Allowance	1,500.00
CTC Per Month	15,000.00

# **Annexure to Offer Letter:**

- 1. The employee is on contract until 18<sup>th</sup> April 2022 from the joining date. It may further be extended by the company if necessary. The employee agrees to work with the company on contract until 18<sup>th</sup> April 2022. It is the discretion of the company to cease the contract any time after joining without any prior notice.
- The employee is on training (both theory and practical) at least until 15<sup>th</sup> January 2022. Notice Period does not apply as the employment is on contract basis for a specified period.
- 3. The salary day is 1<sup>st</sup> of the following month if the employee has no leaves during the month. If the employee has one-day leave during the month then the salary will be paid between 5<sup>th</sup> and 10<sup>th</sup> of the following month. If the employee has more than 1 leave during the month then the salary will be credited between 10<sup>th</sup> and 15<sup>th</sup> of the following month.
  - Salary for the month of December 2021 will be paid after completion of the training as per point 2 above and it is normal from then as per point 3 above.
- 4. The employee must work with the company until 18th April 2022 from the joining date and the management takes the appropriate action on failure of the same.
- 5. If the employee left/exit/resign from the company before the period as mentioned in point 4 above, the exit formalities will not be adhered by the company. And the company also denies paying the dues if any payable on the resignation/exit date.
- 6. After completion of Contract Period: It is the normal practice of the company to identify the skilled, hardworking, productive employees during the contract period. Your employment may or may not be confirmed to be a permanent employment after completion of contract period. The employment confirmation may be based on the performance, skills, hardworking nature, sincerity, need of the employee to the company, inter-personal skills, passion towards work, integrity, reliability, timekeeping & attendance and regularity demonstrated during the contract period. The company may inform the employment confirmation after completion of contract period and may also put forth any further terms to be a permanent employee.
- 7. If the employee is terminated due to the reasons given in this paragraph (behavior, attitude, training performance, continuity, regularity, not following company's policies/decisions) on or before 8th January 2022 which is the training period, then the employee will be paid 25% of the salary offered for the days of present (i.e., excluding leaves, holidays and Sundays).

- 8. Notwithstanding anything contained in the above provisions, the company may terminate your services in the event of abnormal/persistent leaves or late comings even after warnings from the management and the employee will be denied employment related documents and the salary payable for the period until the date of termination. (here the salary means the salary for on-going month and the salary for previous month as well if any due on the date of termination)
- 9. If the employee fails to report for work for two (2) consecutive working days without information to the HR then the company may treat the absence as a resignation and the company may not adhere to the exit formalities and the dues payable may be forfeited. The company may reinstate the employment upon satisfactory explanation regarding the absence. The employee shall provide the necessary supporting information in this regard and the onus is on the employee to prove that there are valid reasons for his inability for not being able to give the information.
- 10. Background Checks: The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment. When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action.
- 11. Other Terms & Conditions: You agree not to undertake employment ( or any work whatsoever being an individual or contractor or in any position) whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Global Expat Tax Consulting LLP. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.
- 12. The company reserves the right to frame any conditions of employment in future, if necessary, which may be applicable to the entire employees/particular employee and may seek approval or declaration or consent from the candidate/employee.

# **Obligations:**

Under this agreement,

- You shall give the whole of your time, ability and attention, in normal working hours, to the business and affairs of the Company. The working hours may be different for different periods and you will be notified on time to time basis. The normal working hours are about 9 to 9 and ½ hours based on the requirement to the company. The working hours may be extended during the tax filing season without prior notice and must be adhered to the same.
- You shall observe and comply with the provisions set out in any written policy, practice
  or procedure. The policies and procedures relating to the company, including work and
  personnel, will be determined and informed to you on time to time basis.
- You shall abide by the rules and regulations of the Company as may be in force or informed to you from time to time.
- The Company may immediately terminate your employment without pay (without notice period) if you are guilty of gross misconduct, willful neglect of duty, deliberate absence from the duties of the company, failure to obey a lawful and reasonable directions of the Company. The company reserves the right to investigate the given situation and determine whether the employee is guilty of gross misconduct and/or willfully negligent in performing the duties/failure to obey company policies. The decision arrived by the management is final and cannot be questioned by the employee.

During the period of your employment, you shall work honestly, faithfully, diligently and efficiently for the growth of the company. You are expected to maintain utmost secrecy in regard to the affairs of the company and shall keep confidential any information, instruments, documents etc., relating to the company that may come to your professional knowledge as an employee of the company. (Violating any of these may be attributable to guilty of misconduct) The company may take any action including non-issuance of required certificates/documents in case of employee being guilty of misconduct and/or willful neglect in performing the duties.

You shall not directly or indirectly make, publish or otherwise communicate any disparaging or derogatory statements or encourage any other third parties to make such statements, whether in writing or otherwise, which are intended to or which might be expected to damage or lower the business or professional reputation or financial standing of the employer or any of their respective present or former officer, partners, directors, customers, workers, employees or members. (Violating any of these may be attributable to guilty of misconduct)

### **CASUAL LEAVES & Others related provisions**

- The employee is offered one (1) casual leave per month (applicable only between MAY and OCTOBER of every calendar year) which can be carried forward only until October of every year. The Management reserves the right to cancel casual leaves without any prior notice.
- 2. The unutilized casual leaves cannot be en-cashed.
- 3. If the employee is on leave before and after a Holiday (can be Sunday or any other announced holiday), then the holiday/s shall also be considered Loss of Pay. The loss of pay provisions will also apply in a case where the employee takes a leave on a working day/s which bears a holiday immediately before and after. (holiday means Saturday/Sunday/any other declared holiday by the company)
- 4. If the employee is on leave for at least 3 business days in a week (whether continuous or not and no fractions are allowed) then the subsequent week-offs are cancelled and the employee is offered no salary for the same.

# **OFFICE TIMINGS, BUSINESS DAYS AND SHIFTS:**

You will be informed by your team leader/concerned official on time-to-time basis.

The working week of an employee is of 6 days, Monday to Saturday. The management may change the working week to 5 days, Monday to Friday, during the months between May to October every calendar year, which may be cancelled/modified by the management at any time without prior notice.

# **Upon the termination/resignation of employment:**

You shall return to the company all documents and property of the company, including but not necessarily limited to Employment Identity Card, manuals, correspondence, customer lists, computer programs and all other materials and all copies thereof relating in any way to the company's business or in any way obtained during the course of employment. And you shall not retain copies, notes or abstracts of the foregoing.

The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

#### **No Competition and Confidentiality during Employment:**

Under this agreement you shall not:

- Be directly or indirectly concerned or interested in any firm, Client, corporation or entity during the period of your employment with Global Expat Tax Consulting LLP.
- Disclose or use any confidential information of any kind including, without limitation, any formula, process, methods, trade secret, record, data, mailing lists, customer lists, or any information concerning the business affairs or customers of the Company which may come to your knowledge, except for disclosure or use in the proper course of your duties and except to the extent that you may be required to disclose information by law or by the requirements of any regulatory body.

You are required to mandatorily furnish the below on your joining.

- A) PAN
- B) Aadhar
- C) 2 Passport Size photos
- D) Signed Offer Letter
- E) Copy of the Relieving Letter received from previous employers
- F) Copy of Pay slips received from previous employers

By signing this letter, I solemnly undertake that all the data and the information (material or otherwise) that is received by me or supplied to me from the company whether electronically or manually or in a stored format or by whatever other means of receipt or supply of such information or data, shall be kept in strict confidence and secrecy and used or transferred by me only for an authorized official purpose without copying, printing, imaging, sharing or electronically or verbally exchanging either for personal use or for use by and third parties without the express written permission of the company. I agree that all the data such as Company information or its customers shall not be copied, saved, transferred to any personal computers, emails, books or any other media.

By signing this Agreement, I understand to my conscious mind and reasonable judgment that I shall be sanctioned by the company with severe criminal or financial penalties or both, with no exception to my rank and portfolio, at the incidence of any violation or breach in maintaining the confidentiality or secrecy of all such Data/Information received by me or supplied to me from/by the company and understand that I will be responsible for all the consequences that the company might take against me on violation of the confidentiality policies.

Welcome to the GLOBAL EXPAT TAX CONSULTING LLP family. Sincerely,

Geethanand HR Associate Global Expat Tax Consulting LLP www.ustaxfiler.com





Ms. Shaheen Sayeed Kummar As This, Old Alwal Secunderabad-500010

India

Ph: +91-9573430532

Dear Shaheen,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.11.264.3:23:52 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



HRD/1002934477/21-22

Ms. Shaheen Sayeed Kummar As This, Old Alwal Secunderabad-500010 India

Ph: +91-9573430532

Dear Shaheen,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive** .

Here are the terms and conditions of our offer:

# **Joining**

Your scheduled date of employment with us will be 27-Dec-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

# **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



# **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

# **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

# Agreement

Our offer to you as **Operations Executive** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.



You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condemnation of delay in submission of the same will be at the Company's discretion.

# **Passport and Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

# **Compensation and Benefits**

# **Salary**

Your Total Gross Salary will be INR **18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of **INR 461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

# Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

# **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.



You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of INR 6,200,000 of which INR 3,200,000 is covered towards natural death, and INR 3,000,000 towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of INR 250 and fixed monthly contribution of INR 200 . The details of the Scheme would be available to you when you join the Company.

#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

# **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.



# **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers. Your simple average should not be less than what was specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.



If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Your employment will be governed by the rules, regulations and policies of the Company. As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

# RICHARD LOBO

# **EVP and Head Human Resources - Infosys Limited**

I have read, understood and	agree to the terms	and conditions	as set forth	in this offer letter
Date:	, 20	_		
Sign your name				
Print your full Name	Location	_		

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.11.26-3:23:52 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



# ANNEXURE - I (Compensation)

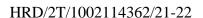
COMPENSATION DETAILS (All figures in INR per month)		
NAME Ms. Shaheen Sayeed		
ROLE	Operations Executive	
ROLE DESIGNATION	<b>Operations Executive - Trainee</b>	
1. MONTHLY COMPONEN	VTS	
BASIC SALARY		13,582
BONUS / EX-GRATIA (95% monthly basis)	BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	
MONTHLY GROSS SALAI	MONTHLY GROSS SALARY 16,1	
2. ANNUAL COMPONENT		
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		
3. RETIRAL BENEFITS		
PROVIDENT FUND - 12% or	PROVIDENT FUND - 12% of Basic Salary 1,6	
GRATUITY - 4.81% of Basic Salary*		653
FIXED GROSS SALARY (1	FIXED GROSS SALARY (1+2+3)	
TOTAL GROSS SALARY 18,58		

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act





Ms. Kiranmai Nelli 26-129/7/1, Sharadha Nagar, Safilguda, Malkajgiri-500047 India

Ph: +91-7995785273

Dear Kiranmai,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.07.19.9:31:17 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
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Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



HRD/1002114362/21-22

Ms. Kiranmai Nelli 26-129/7/1, Sharadha Nagar, Safilguda, Malkajgiri-500047 India

Ph: +91-7995785273

Dear Kiranmai,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive** .

Here are the terms and conditions of our offer:

### **Joining**

Your scheduled date of employment with us will be 16-Aug-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

# **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



# **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

# **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

# Agreement

Our offer to you as **Operations Executive** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.



You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condemnation of delay in submission of the same will be at the Company's discretion.

# **Passport and Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

# **Compensation and Benefits**

# **Salary**

Your Total Gross Salary will be INR **18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of **INR 461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

# Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

# **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 4,00,000** per annum.



You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of INR 6,200,000 of which INR 3,200,000 is covered towards natural death, and INR 3,000,000 towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of INR 250 and fixed monthly contribution of INR 200 . The details of the Scheme would be available to you when you join the Company.

#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

# **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.



# **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers. Your simple average should not be less than what was specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.



If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Your employment will be governed by the rules, regulations and policies of the Company. As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

# RICHARD LOBO

# **EVP and Head Human Resources - Infosys Limited**

I have read, understood and	agree to the terms	and conditions	as set forth in	this offer letter.
Date:	, 20	_		
Sign your name				
Print your full Name	Location	_		

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.07.19.49:31:17 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



# ANNEXURE - I (Compensation)

COMPENSATION DETAILS (All figures in INR per month)			
NAME Ms. Kiranmai Nelli			
ROLE	Operations Executive		
ROLE DESIGNATION	<b>Operations Executive - Trainee</b>		
1. MONTHLY COMPONEN	TTS		
BASIC SALARY		13,582	
BONUS / EX-GRATIA (95% monthly basis)	BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		
MONTHLY GROSS SALAR	MONTHLY GROSS SALARY 16,		
2. ANNUAL COMPONENT			
	BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12% of Basic Salary		1,630	
GRATUITY - 4.81% of Basic Salary*		653	
FIXED GROSS SALARY (1	FIXED GROSS SALARY (1+2+3)		
TOTAL GROSS SALARY 18,53			

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act





Ms. Sirisha Momula No.9-62 Hyderabad Hyderabad-502032 India

Ph: +91-7997667219

Dear Sirisha.

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2022.06.137:33:39 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



HRD/1002812156/22-23

Ms. Sirisha Momula No.9-62 Hyderabad Hyderabad-502032 India

Ph: +91-7997667219

Dear Sirisha,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive** .

Here are the terms and conditions of our offer:

# **Joining**

Your scheduled date of employment with us will be 20-Jun-2022.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

# **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



# **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

# **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

# Agreement

Our offer to you as **Operations Executive** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.



You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condemnation of delay in submission of the same will be at the Company's discretion.

# **Passport and Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

# **Compensation and Benefits**

# **Salary**

Your Total Gross Salary will be INR **18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of **INR 461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

# Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2022-23 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

# **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.



You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of INR 6,200,000 of which INR 3,200,000 is covered towards natural death, and INR 3,000,000 towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of INR 250 and fixed monthly contribution of INR 200 . The details of the Scheme would be available to you when you join the Company.

#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

# **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.



# **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers. Your simple average should not be less than what was specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.



If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Your employment will be governed by the rules, regulations and policies of the Company. As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

# RICHARD LOBO

# **EVP and Head Human Resources - Infosys Limited**

I have read, understood and	agree to the terms	and conditions as set forth in this offer letter.
Date:	, 20	-
Sign your name		
Print your full Name	Location	_

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2022.06.13.7:33:39 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



# ANNEXURE - I (Compensation)

COMPENSATION DETAILS (All figures in INR per month)			
NAME Ms. Sirisha Momula			
ROLE	Operations Executive		
ROLE DESIGNATION	<b>Operations Executive - Trainee</b>		
1. MONTHLY COMPONEN	NTS		
BASIC SALARY		13,582	
BONUS / EX-GRATIA (95% monthly basis)	BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		
MONTHLY GROSS SALAI	RY	16,162	
2. ANNUAL COMPONENT			
	BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12% o	PROVIDENT FUND - 12% of Basic Salary		
GRATUITY - 4.81% of Basic Salary*		653	
FIXED GROSS SALARY (1	FIXED GROSS SALARY (1+2+3)		
TOTAL GROSS SALARY 18,53			

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



29-November-2020

Ramya Krishna R Hyderabad

**Reg: Offer of employment** 

Dear Ramya,

We are pleased to offer you the position of **Associate - Claims** at **Legato Health Technologies LLP** and your work location will **Hyderabad - GAR - T9**. We hope you are as excited about this opportunity as we are to have you on our team.

The annualized salary being offered to you is **INR.230000/- (Two Lakh Thirty Thousand Rupees Only)** less applicable withholding taxes. The detailed compensation structure is given in Annexure - A.

This offer is contingent upon (i) your acceptance of the same within 3 business days; (ii) on confirmation that you are legally authorized and available to work in your position at the agreed location on your start date of **07-December-2020** and at all times thereafter, (iii) the successful verification of your background information; and (iv) you reporting to Legato on the Date of Joining. Legato reserves the right to withdraw this offer at its sole discretion at any time prior to the Date of Joining with due communication to you, including in case of any failure by you to comply with all conditions mentioned in this offer letter.

On the Date of Joining, you are required to produce certified true copies of all your credentials as asked for.

Your employment with Legato will commence on the Date of Joining and subject to completion of all joining formalities, including those conditions mentioned above. The joining conditions also include you being present to complete the Legato induction and on-boarding process. In the current remote working environment, this will include you being physically present at the address provided by you during the on-boarding process with Legato and being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you. You will also need to complete related induction processes, which may be conducted remotely by Legato at its discretion. Please note the Legato property including, but not limited to, the laptop, intellectual property, notes, reports etc., as may be provided to you are the property of Legato at all times and are to be used with utmost care. The property of Legato is subject to inspection by Legato personnel at any time with or without notice.

You will be also be required to sign an employment agreement and confidentiality agreement with Legato on the Date of Joining. Until the employment agreement is fully executed by you and the entire induction and on-boarding process has been completed as discussed above, please note that no relationship (employment, contractual or otherwise) will exist between the parties.

We look forward to you joining the Legato team!	
Sincerely,	
Mosur K Saisekar	Ramya Krishna R
Country Head	Date:
Legato Health Technologies LLP	

Legato Health Technologies LLP | www.legatohealth.com

Head Office: Manyata Embassy Business Park, Floors 6-10, Block Banyan (L1), Outer Ring Road, Nagavara, Bengaluru, Karnataka – 560045 Ph: 080-6152-0000 | GSTIN: 29AAHFL3010G2ZL

Branch Office: Floors 8 and 9 of T1 and T2 , Laxmi Infobahn, Kokapet Village, Gandipet Mandal, Ranga Reddy Dist., Telangana – 500075 | Ph: 040-6817-0000 | GSTIN: 36AAHFL3010G12R Branch Office: RGA Tech Park, Floor 8 -11, Block-4, Chikkakannalli Village, Sarjapur Main Road, Bangalore, Karnataka-560035 | GSTIN: 29AAHFL3010G2ZL



### Annexure - A

Associate Name: Ramya Krishna R				
Designation: Associate - Claims				
Component	Per Annum (INR)	Per Month (INR)		
Basic Salary	186000	15500		
HRA	15143	1262		
LTA	0	-		
Special Allowance	0	-		
Gross Salary	201143	16762		
Employer's contribution to PF	22320	1860		
ESI	6537	545		
Total Fixed Pay	230000	19167		
		V		
Cost to Company (CTC)	230000	19167		

#### Note:

- Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable.
- As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment that will be over and above your CTC.
- Shift Allowance payable based on the shift timing (except general shift).
- Transport deduction is applicable only for associates working in general shifts.
- Medical Insurance cover for Associate including five dependents for a principal amount of INR 3,00,000 /-
- Coverage amount for Personal accident and Term Life Insurance would be 5 times of CTC each
- Notice period will be 3 months
- Employee State Insurance (ESI) deduction applicable as per ESI Act 1948.

Sincerely,	
Mosur K Saisekar	Ramya Krishna R
Country Head	Date:
Legato Health Technologies LLP	

Legato Health Technologies LLP | www.legatohealth.com

Head Office: Manyata Embassy Business Park, Floors 6-10, Block Banyan (L1), Outer Ring Road, Nagavara, Bengaluru, Karnataka – 560045 Ph: 080-6152-0000 | GSTIN: 29AAHFL3010G2ZL

Branch Office: Floors 8 and 9 of T1 and T2 , Laxmi Infobahn, Kokapet Village, Gandipet Mandal, Ranga Reddy Dist., Telangana – 500075 | Ph: 040-6817-0000 | GSTIN: 36AAHFL3010G1ZR Branch Office: RGA Tech Park, Floor 8 -11, Block-4, Chikkakannalli Village, Sarjapur Main Road, Bangalore, Karnataka- 560035 | GSTIN: 29AAHFL3010G2ZL



#### STRICTLY CONFIDENTIAL

**LETTER OF OFFER**Ref No: NEIPL/22-23/OFFR/13878

Date: 08-Jun-2022

Chaitra Choudhary 8-3-229/D/62, Hylam Colony, Venkatgiri, Yousufguda, Hyderabad — 500045.

Mobile: 7702938853

# **Dear Chaitra Choudhary,**

Welcome to the Next Education family. Next Education is India's leading technologically-powered content provider for K-12 sector. We partner with 12,000+ schools, 12,000,000+ students and 240,000+ teachers across India and abroad. Since being founded in 2007, Next Education has consistently innovated and come up with award-winning solutions for all K-12 stakeholders. Our portfolio of products includes TeachNext, LearnNext, NextGurukul, NextERP, NextDeeksha, NextLabs, NextCurriculum, NextPlay and Next Learning Platform. We also have a pan-India presence with over 2,000+ employees.

With reference to the interview you had with us we are pleased to offer you an appointment as "Executive - HR" at HQ - Banjara Hills. You are required to report to A.Praveen Kumar Reddy, Deputy Manager, Mobile Num - 7799655666 at 9:30 am on 09-Jun-2022. Your compensation, as already discussed and agreed with you, is detailed in Annexure I.

Your employment will be governed by the terms stipulated in the **Terms of Employment** and the **Non-Disclosure Agreement** attached herewith. These documents need to be duly signed by you at the time of joining. This offer is made to you on a good faith on the basis of the information provided by you through your profile and discussion during your interview. This offer as well as the appointment with the organization is subject to verification of your credentials. In case any of your professional or personal credentials is found to be negative or not in line with the details provided by you, your employment with the organization will become null and void. The offer letter entails you to join by the stipulated date. Any extension shall be approved in writing failing which, the offer will lapse on the stipulated date.

Please bring photocopies of all the documents mentioned in **Checklist** on the date of joining.

Kindly ensure you send us your acceptance of the offer through email to <a href="https://example.com/HR@nexteducation.in">HR@nexteducation.in</a> within 2 days of the date of issue failing which the offer would stand null and void.

Thank you,

For Next Education India Pvt. Ltd

Daljit Singh Bajwa Director

I Accept and agree to the details above:

**Next Education India Private Limited** 



### **ANNEXURE I**

Name: Chaitra Choudhary

Designation: Executive - HR

Date of Joining: 09-Jun-2022

**Department: Human Resource** 

	CTC Break-up		
Component	Monthly	Yearly	Mode of Payment
Basic Salary	15,080	180,960	
House Rent Allowance	0	0	
Conveyance Allowance	0	0	Monthly
Stat Bonus	981	11,772	
Other Allowances	10	120	
Monthly / Yearly Gross (a)	16,071	192,852	
	<u>Benefits</u>		
PF Contribution (Employer)	1,800	21,600	Monthly
ESIC Contribution (Employer)	522	6,264	
#Total Benefits Package	582	6,984	
Total (b)	2,904	34,848	
Total (a+b)	18,975	227,700	
*Variable Bonus (c)	0	0	
** Annual Bonus (d)	0	0	Yearly
Total Cost To Company (a+b+c+d)	•	227,700	
	Standard Deductio	<u>ns</u>	
Gross Salary	16,071	192,852	N.A. mathala.
PF Contribution (Employee)	1,800	21,600	
ESI (Employee)	121	1,452	Monthly
Professional Tax	150	1,800	
****Approximate Net Salary	14,000	168,000	

# Total Benefits include Medical Insurance and Life Insurance.

For Next Education India Pvt. Ltd

Daljit Singh Bajwa

Signature:

Director

Name: Date:

<sup>\*</sup> Variable Bonus is performance-linked and will be paid monthly based on targets.

<sup>\*\*</sup> Annual Bonus is paid out as per Management discretion and depends on both individual and company performance.

<sup>\*\*\*\*</sup> Subject to Income Tax Deduction and Professional Tax deduction as per Professional Tax Act of the state.



# **CHECKLIST OF EMPLOYEE FORMS**

Name:	Chaitra Choudhary		
Employee ID:			
Joining Date:	09-Jun-22		
Designation:	Executive - HR		
S. NO	Joining/Post joining Documents	Self-Check	HR-Check
01	Joining Report (duly Signed)		
02	Offer Letter (Signed)		
03	Appointment Letter (Sign on all pages)		
04	Terms Of Employment (Sign on all pages)		
05	Terms of Non-Disclosure Agreement (sign on all pages) – should be		
	a Colour Print - Mandatory		
06	Code of Conduct (Sign on all pages)		
07	Personal Data Form		
08	Aadhar Card-Mandatory		
09	PAN card / Online PAN Number – Mandatory		
10	Current Address Proof (Rental agreement, Utility Bill, Other government issued document)		
11	Permanent Address Proof(Passport, Driving License, Ration Card, Bank Statement, Voter ID, Utility Bill, Rental Agreement)		
12	Education Certificates(Post graduation, Graduation, HSC, SSC)		
13	Experience Letter/Relieving Letter or Resignation acceptance letter		
14	Salary Slip from Previous Organization		
15	3 Passport size Photographs		
16	Cancelled Cheque (In Case you have Existing Bank Account With HDFC)		
17	Updated Resume		
18	COVID 19-Vaccination Certificate (Partial/Fully)		

Verified By:
Employee Id:

Date:



**Offer: Computer Consultancy** 

Ref: TCSL/DT20218862189/Chennai

Date: 04/02/2022

Ms. Manasa Kuntla 20-25Indira Nagar, Gajularamaram, Near Cmr Model School, Hyderabad-500045, Telangana. Tel# -

Dear Manasa Kuntla,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,90,926/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

### **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,950/- per month.

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#### TATA CONSULTANCY SERVICES



## **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹3,180/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

### 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

### 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹0/- per month. This component is subject to review and may change as per TCSL's compensation policy.

#### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

### PERFORMANCE PAY

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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2

#### TATA CONSULTANCY SERVICES



This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

### Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

TCS Confidential TCSL/DT20218862189

3

#### TATA CONSULTANCY SERVICES



from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

## **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

TCS Confidential TCSL/DT20218862189

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4

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited



months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

## 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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5

#### TATA CONSULTANCY SERVICES



## 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### 9. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

### 10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

### 11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

TCS Confidential TCSL/DT20218862189

6

#### TATA CONSULTANCY SERVICES



This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 12. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

## 13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

#### 14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

# 15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### 16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum

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#### TATA CONSULTANCY SERVICES



qualification of MBBS to the Induction Coordinator.

## 17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

#### 19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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8

#### TATA CONSULTANCY SERVICES



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- \*PAN Card (Permanent Account Number)
- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

## 20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

### 21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

### 22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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#### TATA CONSULTANCY SERVICES



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## 24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



### Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

Lordin.

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Manasa Kuntla
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,950	95,400
Bouquet Of Benefits #	4,343	52,110
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	954	11,448
Gratuity	382	4,589
ESI Contribution##		5,379
Total of Annual Components & Retirals	1,336	20,037
TOTAL GROSS	15,129	1,90,926

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	3,180	38,160
Leave Travel Assistance	663	7,950
Food Card	500	6,000
Personal Allowance	0	0
GROSS BOUQUET OF BENEFITS	4,343	52,110

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.



## **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	310 7 30 40
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park -
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
	Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	



#### **Annexure 3**

# **Confidentiality and IP Terms and Conditions**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



## 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

## 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

### 7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

- (a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.
- (b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



- (c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/protocols.
- (d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.
- (e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.
- (f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).
- (g) will not allow anybody to share the official asset being used.

## 8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



## 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 11. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**Offer: Computer Consultancy** 

Ref: TCSL/DT20217862467/Hyderabad

Date: 05/12/2021

Ms. Swarna Lalitha Dasari 8-3-231/A/88Sri Krishna Nagar , Yousufguda, Near Anvitha Hospital, Hyderabad-500045, Telangana. Tel# 91-8686623751

Dear Swarna Lalitha Dasari,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be ₹1,90,926/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course and you meeting the TCS eligibility criteria.

You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

### **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

You will be eligible for a basic salary of ₹7,950/- per month.

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## **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

## 1. House Rent Allowance (HRA)

Your HRA will be ₹3,180/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

### 2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### 3. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹0/- per month. This component is subject to review and may change as per TCSL's compensation policy.

#### 4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/-being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

### PERFORMANCE PAY

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

## OTHER BENEFITS

#### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

### Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

# **RETIRALS**

#### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

#### Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### 2. Training Period

You will be required to undergo class room and on the job training in the first twelve

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Tata Consultancy Services Limited

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months (including the TCS Xperience Program as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 3. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

## 4. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 5. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 6. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 7. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

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### TATA CONSULTANCY SERVICES



# 8. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### 9. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

### 10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

### 11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

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TATA CONSULTANCY SERVICES



This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 12. Terms and Conditions

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

## 13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

#### 14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

#### 15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

# 16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum

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# TATA CONSULTANCY SERVICES



qualification of MBBS to the Induction Coordinator.

## 17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## 18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

#### 19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- \*PAN Card (Permanent Account Number)
- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport
- \*NSR E-Card

## 20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

### 21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

### 22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## 23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## 24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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### Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

Lordin.

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xperience Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Swarna Lalitha Dasari
Designation	Graduate Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,950	95,400
Bouquet Of Benefits #	4,343	52,110
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	954	11,448
Gratuity	382	4,589
ESI Contribution##		5,379
Total of Annual Components & Retirals	1,336	20,037
TOTAL GROSS	15,129	1,90,926

<sup>#</sup> Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

<sup>\*\*\*</sup> For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	3,180	38,160
Leave Travel Assistance	663	7,950
Food Card	500	6,000
Personal Allowance	0	0
GROSS BOUQUET OF BENEFITS	4,343	52,110

<sup>##</sup>Contribution towards Employees' State Insurance borne by TCS.



### **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI - Curroon	DELHI – Noida
DELHI – Gurgoan	TCS XP HR Lead
TCS XP HR Lead	Tata Consultancy Services,
Tata Consultancy Services,	
Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003,	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12, New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018, Madhya Pradesh	Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark ,	Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
iniman Jez, inappar, Temara, Manarasinta 771100,	Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	



#### **Annexure 3**

# **Confidentiality and IP Terms and Conditions**

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



## 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

# 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



## 4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

## 5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

## 6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

### 7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

- (a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.
- (b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

TCS Confidential TCSL/DT20217862467



- (c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/protocols.
- (d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.
- (e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.
- (f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).
- (g) will not allow anybody to share the official asset being used.

## 8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

#### 9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



# 10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

#### 11. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Email: hr@trothandally.com, Phone: 7891911133

122001

Miss Devika Tanniru devika2822000@gmail.com +91- 9346878546

RE: OFFER LETTER CUM EMPLOYMENT CONTRACT

We are pleased to offer a position in our company. We trust that your knowledge, skills and experience will be among our most valuable assets.

The terms of employment and emoluments are as follows; your annual CTC would be Rs. 2,50,000/- (In Words: Two Lakhs Fifty Thousand Rupees only)

**Designation: Procurement Specialist** 

- Leaves: You will be entitled for the leaves as per the Troth and Ally Pvt. Ltd. Company policies.
- Probation Period: The probation period will be for 6
  months from the date of joining, during this period either party can
  terminate the services with a notice period of 07 days or pay in lieu to the
  notice period.

# TROTH AND ALLY PRIVATE LIMITED

Corporate Office: Plot no.76D, UdyogVihar, Phase IV, Sector - 18, Gurugram, Haryana 122001

Email: hr@trothandally.com, Phone: 7891911133

0	In case the employment is terminated on disciplinary grounds then there
	will be no liability of employer towards the notice period and the
	termination will be affected on an immediate basis.

- As per a non-compete agreement, the candidate is not eligible to join any of the Troth and Ally client post his termination (i.e. 6 months) from Troth and Ally Pvt. Ltd. Company.
- o In case of any dispute or misunderstanding or miscommunication in between Troth and Ally or DuPont and yourself, this appointment shall be terminated with immediate effect at any time before or during the service. On completion of your contract with DuPont, extension of contract is not the responsibility of Troth and Ally Pvt. Ltd. On completion of contract, your services will come to an end and you will be relieved of your services with DuPont and Troth and Ally PLC, with immediate effect.
- Confidentiality : The employee is required to maintain confidentiality in the business matters of the company, and it should not indulge in any discussion sharing its business secrets and methodology unless it is consented by the management.
- o Date of Joining: 22<sup>nd</sup>, November 2021 (Monday)
- Your initial place of posting will be DuPont (Hyderabad). You would also provide your services for the Company subsidiaries or associates, if, as and when required.



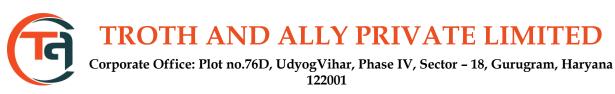
122001

Email: hr@trothandally.com, Phone: 7891911133

 Credentials: This offer of employment by Troth and Ally Pvt. Ltd. is conditional to the satisfactory verification of all the aforesaid documents/ particulars and completion of all background checks. The non-fulfilment / non-compliance of any of these requirements would lead to immediate withdrawal of this offer letter.

You would be required to report at 09:30 AM, on the date of joining and furnish the following documents (as applicable):

- 1. One Self-attested photocopies of the following:
- a. Date of Birth Certificate (Class X certificate)
- b. Educational / Academic certificates.
- c. Work experience certificate/s
- d. Relieving Letter from Last Employer
- e. Last drawn salary slip / certificate / Bank Statement of 3 Months
- f. Passport / Voter's Identity Card
- g. PAN Card.
- 2. Two passport size photographs.



Email: hr@trothandally.com, Phone: 7891911133

We welcome you aboard and wish you a pleasant, fruitful and mutually beneficial association with the company.

For, Troth And Ally Pvt. Ltd

Sharad Srivastava (HR)

**CC: Director** 



#### APPOINTMENT LETTER

#### 2 December, 2021

#### Dear SIMHADRI RAJYA LAKSHMI,

This is with reference to discussion you had with us recently. We are pleased to offer you the position of a **Associate** on the following terms:

# 1. Place of Employment and Timing:

- 1. Your initial place of work will be at **IN-Hyderabad.** However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
- 2. You will be expected to attend office except when traveling on business during working hours/shifts as may be decided by the Company.

# 2. Compensation and Benefits:

- 1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 60000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
- 2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
- 3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
- 4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

#### 3. Reimbursement of Expenses:

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### 4. Leaves:

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### 5. Term:

Employment period shall commence on **3 December, 2021** and you will be on probation for a period of six months from the date of your joining the company. During this time, your appointment is terminable by one month's notice by either party or one month's salary in lieu thereof:

- 1. You will be deemed to continue on probation until you are confirmed, and the confirmation is communicated to you in writing. After confirmation, your appointment is terminable by two months' notice by either party or two months' salary in lieu thereof. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, the Company may, at its discretion relieve you from such date as it may Deem fit even prior to the expiry of the notice period given by you. However, if the management desires you to continue the employment during the notice period, you shall do so.
- 2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

#### 6. Retirement:

You will automatically retire on attaining the age of 58 years. You may be retired earlier if found medically unfit.

# 7. Confidentiality:

- During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
- 2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
- 3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
- 4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
- 5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
- 6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
- 7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
- 8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes,

plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

#### 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation

# 9. Whilst employed by the company, you:

- 1. Will not engage in any external activities of a commercial nature
- 2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
- 3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
- 4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
- 5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
- 6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties

#### **Other Provisions**

- 1. **Language**. This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
- 2. **Governing Law**. This appointment shall be governed by and interpreted in accordance with the laws of India.
- 3. You shall be governed by the "Service Agreement" as applicable to you

It is understood that your date of joining **Wipro Limited**, will not be later than**3 December**, **2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

Yours faithfully, For Wipro Limited.

Sandesh Kumar

General Manager - Talent Acquisition

I accept the terms of this letter.

**Signature: E-Signature Signature** 

**Date: E-Signature Date** 

Name: SIMHADRI RAJYA LAKSHMI

# **ANNEXURE I**

Name **SIMHADRI RAJYA LAKSHMI** Designation Associate **Date Of Joining** 3 December, 2021 Level AA Basic 60000 **House Rent Allowance** 30000 **Bonus** 16800 **WBP** 25731 PF 10276 Gratuity 2886 4307 **ESI Target Cost To Company (per** 150000 Annum)

#### **ANNEXURE II**

#### **CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro. Noted below are a few examples of 'conflict of interest':

- 1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
- 2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
- 3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- 4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- 5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

#### **ANNEXURE III**

# PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **SIMHADRI RAJYA LAKSHMI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- 1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
- 2. Processing my job application including background verification checks and medical checks
- 3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party. I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: SIMHADRI RAJYA LAKSHMI

**Signature: E-Signature Signature** 

# **ANNEXURE IV**

#### **CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST**

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SIMHADRI RAJYA LAKSHMI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

- 1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
- 2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
- 3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
- 4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
- 5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
- 6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

Name: SIMHADRI RAJYA LAKSHMI

**Signature: E-Signature Signature** 

**Place: IN-Hyderabad** 

**Date: E-Signature Date** 

For more details please refer to the policies on **myWipro > App Store > Information > My Policies > India** 



#### **APPOINTMENT LETTER**

#### 24 November, 2021

Dear VARRE SWAPNA,

This is with reference to discussion you had with us recently. We are pleased to offer you the position of a **Associate** on the following terms:

# 1. Place of Employment and Timing:

- 1. Your initial place of work will be at IN-Hyderabad. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
- 2. You will be expected to attend office except when traveling on business during working hours/shifts as may be decided by the Company.

# 2. Compensation and Benefits:

- 1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs60000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
- 2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
- 3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
- 4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

# 3. Reimbursement of Expenses:

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### 4. Leaves:

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### 5. Term:

Employment period shall commence on **26 November**, **2021** and you will be on probation for a period of six months from the date of your joining the company. During this time, your appointment is terminable by one month's notice by either party or one month's salary in lieu thereof:

- 1. You will be deemed to continue on probation until you are confirmed, and the confirmation is communicated to you in writing. After confirmation, your appointment is terminable by two months' notice by either party or two months' salary in lieu thereof. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, the Company may, at its discretion relieve you from such date as it may Deem fit even prior to the expiry of the notice period given by you. However, if the management desires you to continue the employment during the notice period, you shall do so.
- 2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

#### 6. Retirement:

You will automatically retire on attaining the age of 58 years. You may be retired earlier if found medically unfit.

# 7. Confidentiality:

- 1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
- 2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
- 3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
- 4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
- 5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
- 6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
- 7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
- 8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes,

plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

#### 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation

# 9. Whilst employed by the company, you:

- 1. Will not engage in any external activities of a commercial nature
- 2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
- 3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
- 4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
- 5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
- 6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

# **Other Provisions**

- 1. **Language**. This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
- 2. **Governing Law**. This appointment shall be governed by and interpreted in accordance with the laws of India.
- 3. You shall be governed by the "Service Agreement" as applicable to you

It is understood that your date of joining **Wipro Limited**, will not be later than **26 November**, **2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.			

Yours faithfully, For Wipro Limited.

Sandesh Kumar

General Manager - Talent Acquisition

I accept the terms of this letter.

**Signature: E-Signature Signature** 

**Date: E-Signature Date** 

Name: VARRE SWAPNA

# **ANNEXURE I**

Name	VARRE SWAPNA
Designation	Associate
Date Of Joining	26 November, 2021
Level	AA
Basic	60000
House Rent Allowance	30000
Bonus	16800
WBP	25731
PF	10276
Gratuity	2886
ESI	4307
Target Cost To Company (per Annum)	150000

#### **ANNEXURE II**

#### **CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro. Noted below are a few examples of 'conflict of interest':

- 1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
- 2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
- 3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- 4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- 5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

# ANNEXURE III PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **VARRE SWAPNA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- 1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
- 2. Processing my job application including background verification checks and medical checks
- 3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party. I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: VARRE SWAPNA

**Signature: E-Signature Signature** 

#### **ANNEXURE IV**

#### **CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST**

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby**VARRE SWAPNA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

- 1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
- 2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
- 3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
- 4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
- 5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
- 6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

Name: VARRE SWAPNA

**Signature: E-Signature Signature** 

**Place: IN-Hyderabad** 

**Date: E-Signature Date** 

For more details please refer to the policies on **myWipro > App Store > Information > My Policies > India** 

# **Consent Form- Acknowledgement**

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

# **Letter of Consent**

I Mr/Ms. <b>VARRE SWAPNA</b> S/o have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.			
I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.			
Signature of candidate: <b>E-Signature Signature</b>			
Name: VARRE SWAPNA			
Father/Spouse Name			
Resume ID			
Location:			
Date : E-Signature Date			



Anxion Webtech Private Limited (CIN: U74999TG2016PTC112234)

www.techweblabs.com | info@techweblabs.com | +91 8699855813

## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Afreen Begum

**Role: Software Trainee** 

# Congratulations!

With reference to the interview and discussion that we had with you on **1st June 2022**, we are pleased to offer you the **Full-Time Employee** position as a **Software Trainee** at **Techweblabs** as per the terms and conditions discussed. If you agree to those terms then we would like you to join our company on or before **15th July 2022** 

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Please sign the enclosed copy of this letter and return it by the end of **15th June 2022** to indicate your acceptance of this offer.

Sincerely, Candidate's

Techweblabs signature





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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Bathula Supriya Goud

**Role: Software Trainee** 

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Sincerely, Candidate's

Techweblabs signature





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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Beerla Akanksha

**Role: Software Trainee** 

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Sincerely, Candidate's

Techweblabs signature





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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Benda Rishika

**Role: Software Trainee** 

# Congratulations!

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Sincerely, Candidate's

Techweblabs signature





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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Boddu Nandhini

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Cheruvu Sirisha

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Chintala Thorana

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: D. Pooja

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Dhanalaxmi Kallepally

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Hajira Begum

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Jangampally Kavitha

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Kola Shivani

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Kona Sai Keerthana

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Mala Anuradha

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Monika Chiguru

**Role: Software Trainee** 

# Congratulations!

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## **EMPLOYMENT OFFER LETTER**

Date:01-06-22

To:Pedhada Archana

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Poojitha Kinthada

**Role: Software Trainee** 

### Congratulations!

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Please sign the enclosed copy of this letter and return it by the end of **15th June 2022** to indicate your acceptance of this offer.





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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Pravallika Kusampudi

**Role: Software Trainee** 

# Congratulations!

With reference to the interview and discussion that we had with you on **1st June 2022**, we are pleased to offer you the **Full-Time Employee** position as a **Software Trainee** at **Techweblabs** as per the terms and conditions discussed. If you agree to those terms then we would like you to join our company on or before **15th July 2022** 

The company will conduct verification of educational, personal, and professional and for any other deemed necessary by the Intent which will be provided by the employee at the time of joining the company. Any information found false or fabricated will amount to immediate termination of the offer

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Radha Patel

**Role: Software Trainee** 

# Congratulations!

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Salma

**Role: Software Trainee** 

# Congratulations!

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To:Shagunta Rajini

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Sravani Raparthi

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Thangadipally Ravali

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Vallakathi Lakshmi Prasanna

**Role: Software Trainee** 

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## **EMPLOYMENT OFFER LETTER**

Date: 02-06-2022

To: Vemuri Krishna Sri

**Role: Software Trainee** 

# Congratulations!

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