

**Sony India Software Centre Private Limited**

Registered office: 2nd floor South Wing, Tower 2, Hibiscus, Embassy Tech Village (SEZ)
Outer Ring Road (ORR), Devarabisanehalli, Varthur Hobli, Bangalore-560 103, Karnataka, India.
Tel:+91-080-67078500 Fax: +91-080-67078999
CIN: U72200KA2011PTC061471

Date: 16-Nov-2022

Abhishek JMA,
Sujaya Raghvendra Badavane
Nr Pura,Chickmagalur.

Dear Abhishek,

LETTER OF APPOINTMENT

Further to offer letter dated **02-Nov-2022**, we are pleased to appoint you in our organisation with the following terms and conditions of employment.

1. Appointment:

You are appointed as '**Software Engineer**' in Grade '**G3**' with effect from **16-Nov-2022**.

2. Probation:

You will be on probationary period for six months from your date of joining. Subject to your satisfactory work performance, your services are deemed to be confirmed at the end of six months from the date of joining unless communicated otherwise.

3. Remuneration

Your Total Annual Cost to Company will be **Rs. 6,00,000 /- (Rupee Six Lakh Only)** as detailed in Annexure A. In addition, you will be eligible for such allowances and benefits as may be applicable to you from time to time as per the Company rules and regulations. These have been summarised in Annexure " A " of this letter.

4. Hours of Work

You need to work 9 hours per day including 45 minutes lunch break.

5. Notice Period:

This contract of employment is terminable, without reason, by either party by giving one month's notice during probationary period and two months' notice on confirmation. The management reserves the right to pay or recover your basic 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

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notice period. However, if the management desires the employee to continue the employment during notice period, the employee shall do so.

6. Duties

During your employment with the Company, you shall not undertake any other employment, assignment, business, etc. without the prior permission from the management and you shall devote your whole time to the faithful and diligent performance of your duties.

You will perform, observe and conform to such duties, directions and instructions assigned or communicated to you from time to time by the management and will not perform acts which are not befitting your position and which will in any manner adversely affect the reputation of the Company. You may have to work in shifts as per the necessity of work.

7. Confidentiality and Fidelity

You shall not, either during or after your employment with us, either by word of mouth or otherwise, divulge particulars or details of our business process, technical know-how, security arrangements, administrative and/or other organisational matters of confidential and secret nature which may be your personal privilege to know by virtue of your employment with us and you shall both during and after your employment with us take all reasonable precautions to keep all such information secret. In consideration of your gaining sensitive information about the business, affairs, operations, processes of the Company, you also hereby undertake, agree and covenant with the Company that you will not for a period of two (2) years from the date of cessation/termination of your employment with the Company take any employment with the competitor of the Company (engaged in the development of software). You will also be required to enter into Intellectual Property & Confidential Information Non-Disclosure Agreement with the company.

8. Personal Data

By accepting the employment with the Company, you agree and consent that the Company and its affiliated companies may collect, use and disclose your personal data given pursuant to your employment with the Company and in accordance with the Company's Personal Data Protection Policy (a copy can be found at SharePoint Intranet). You understand and agree that the Personal Data Protection Policy may be amended by the Company from time to time without prior notice to you. You further agree to abide by the Personal Data Protection Policy to the extent that obligations are placed on you.

9. Rules and Regulations

You will not enter into any commitment of dealing on behalf of the management for which you have no express authority, nor alter or be a party to any such alteration of any principle or policy of the Management or exceed the authority or discretion vested in you without the prior sanction of the Company or those in authority over you.

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You will be responsible for the safekeeping and return in good conditions all of company's property, which may be in your use, custody or charge.

If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or on termination of your employment.

That upon the termination of your employment, you will return to the Company all papers and documents or other property which may at that time be in your possession, relating to the business or affairs of the Company or any of its associates or branches and will not retain any copies or extract there from.

You will keep us informed in writing of any change in your residential address, civil or marital status and such other matters.

10. Exclusivity.

During the Term, the Employee shall:

- a. Be in the exclusive and full time employment of the Company and shall not, either solely or jointly, either before, during or after the regular hours of employment, whether for consideration or otherwise, directly or indirectly, without the prior written consent of the Company, (a) act as a director, officer, key managerial person, advisor, trustee, manager, consultant, agent, or accept power of attorney from third parties (excluding immediate family members, being spouse, parents and children) or otherwise take up any part or full time employment or any professional activity with any other person, (b) or be interested directly or indirectly in any other trade or business, during employment with the Company, or (c) be engaged or concerned in any manner with, or provide services to or accept any other engagement with, any other person including but not limited to freelancing;
- b. Use and devote all efforts, time, attention, skills, abilities and expertise exclusively to perform the assigned duties for the benefit of the Company and act in the best interests of the Company at all times;
- c. Not engage or continue being engaged in any activity which may present a conflict of interest without prior written consent obtained from the Company upon full disclosure of circumstances leading to the conflict and the nature of conflict; and
- d. Not engage in any activity which would interfere with or in any manner hinder the performance of his/her duties and obligations under this Agreement in any material aspect.

11. Training

If you are required to travel overseas for purposes of receiving training or knowledge transfer, you shall not voluntarily separate from the company for a period of 6 months from the date of your return. In case you voluntarily resign then you shall be liable to pay to the Company to the extent of actual expenses incurred on your travel, accommodation and all other related expenses.

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12. Retirement

You will automatically retire from the services of the Company on attaining the age of 58 years and you will thereafter have no lien on service. For the purposes of calculating your age, the official record of age with the company will be treated as the final record of your age. Any extension will be given by the Management only at its sole discretion subject to your being physically and mentally fit to carry out your duties.

13. Leave on Resignation

You are not allowed to take any outstanding earned annual leave once you have tendered your resignation. The notice period must run its full course and at the end of the notice period, the Company shall make payment in lieu of all unconsumed earned annual leave.

14. Taxation

You shall be solely responsible for the payment of all Government and/or other taxes and dues on your salary, allowances and earnings and Management shall be entitled to deduct the same.

15. Transfer to other Sony Companies

The Company has the right to transfer you to other Sony Companies for purpose such as regionalisation, restructuring, and relocation of operation or for other reasons that the Company deems fit.

16. General

In respect of any other matter not specifically provided for herein, you will be governed by rules and regulations of the Company and the relevant laws of the land as may be in force from time to time.

Your appointment is valid subject to submission of all documents mentioned in Annexure D of offer letter on your date of joining, you being medically fit and satisfactory background verification report. Medical and Background verification reports will be retained in our records, which will be accessible to authorized persons only.

We take this opportunity of welcoming you to our organization and wish you every success in your position. Please confirm your acceptance of the above terms and conditions of employment by signing and returning the duplicate of this letter to the HR.

Yours sincerely,

For, Sony India Software Centre Private Limited

Vinutha Raja
Head – Human Resources

Confirmed and Accepted

(Abhishek JMA)

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Annexure A

Name **Abhishek JMA**
 Designation: **Software Engineer**
 Grade: **G3**

Compensation Structure

Components	Amount (In Rs.)
Annual Entitlements	
Basic	1,86,000
House Rent Allowance	74,400
Special Allowance	57,280
Total Per Annum (A)	3,17,680
Flexible Compensation Plan (FCP)*	200,000
Provident Fund (PF)	22,320
Total Per Annum (B)	2,22,320
Total Gross (A+B)	5,40,000
Annual Variable Pay Baseline (C) **	60,000
Total Annual CTC (A+B+C)	6,00,000

In addition to the above, you will be eligible for Gratuity, Medical and Personal Accident Insurance coverage.

* Flexible Compensation Plan (FCP) comprises of several components as detailed in Annexure B of the offer letter.

** Variable Pay will depend on the Company's and Individual's performance during the financial year and will be paid out as per the company policy, refer Annexure C of the offer letter.

Yours sincerely,

For, Sony India Software Centre Private Limited

Confirmed and Accepted



Vinutha Raja
 Head- Human Resources

(Abhishek JMA)

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