

APPOINTMENT LETTER

02 Jan 2023

To

SARAGADA SIVA KUMAR

Employee ID: XSS-0488

D.no:3-42, Chippada,

Village & post, Bheemunipatnam Mandal,,

Visakhapatnam Dist.,

Andhra Pradesh - 531162. -

Dear SARAGADA SIVA KUMAR

With reference to the discussion, we had with you, we are pleased to place you as a **Software Engineer I** in our organization. Your Superior will communicate your role and work responsibilities in the initial weeks of your joining the company.

Your Annual Gross Compensation salary is **Rs. 2,40,000.00/-** and will be subjected to statutory and other deductions as per company policies and practices.

You will also be entitled to additional benefits as are generally agreed to the employees of Xsilica Software Solutions subject to company policy.

The terms and conditions of the offer are as below.

1. Your start date is **02 Jan 2023**. If you do not report to our office on that date, then the appointment should be considered withdrawn.
2. Your initial posting will be at Xsilica. From time to time, you might be required to travel based on the requirement from prospective clients all over India and Overseas as well.
3. You will be under probation for six calendar months (unless otherwise decided by the company) from the date of joining. The probation of an employee will continue to be in probation until a letter of confirmation is issued in writing. (This clause is not applicable for all the resources with work experience of more than a year).
4. On successful completion of probation or any extension thereof, you will be confirmed in employment on regular basis. Confirmation shall take effect only upon the issue of the confirmation letter and from the date given in the letter. This shall not be interpreted as any promise or guarantee of employment and as an employment offer of a specified duration (This clause is not applicable for all the resources with work experience of more than a year).
5. You agree to be subjected to an annual performance review and appraisal from the date of joining to the company and further understand that a report of your non-performance shall lead to automatic termination.
6. You shall not be absent from duty without prior permission except in very Exception circumstances. In case, you absent yourself from duty for 8 (Eight) consecutive days without prior permission, you will lose lien on job, and this would amount to your automatic termination of service. Similarly in case if you overstay the sanctioned leave for more than 8 days you would lose lien on your job.
7. Your work performance will be monitored periodically, and you shall satisfy the performance standards set forth by the company for the time being in force.

8. The company shall have the right to vary/modify such standards from time to time and consistent failure to meet such standards despite prior feedback may attract action as may be deemed appropriate by the management.
9. You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company. You are entitled to take one sick leave per month. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance.
10. You shall not put the company in any financial obligations over & above the Powers delegated to you by the company in writing.
11. Your individual remuneration is purely a matter between yourself and the company and has been arrived at on the basis of your specific background and professional merit. We expect you to maintain this information and any changes made therein, from time to time as personal and confidential. You shall, during your service with us devote your whole time and attention to the company business entrusted to you and you shall not engage yourself directly or indirectly in any business/service other than the company's business or service.
12. All Xsilica facilities, including the office equipment, books and other material shall be used only for Xsilica business.
13. Any product or material developed partly/fully by during your employment with Xsilica shall remain the property of Xsilica. All information pertaining to such products and material shall remain secret and safeguarded by you.
14. You shall inform the company of any change in your personal data within three working days. Any notice required given to you shall be deemed to have been duly, properly given if delivered to you personally or sent by registered post to you at address in India as recorded with the company.

Termination Of Employment:

- I. You acknowledge that Xsilica incurs significant expenses in connection with your employment which includes recruitment, training & knowledge transfer processes, procedures and skill necessary for your work.
- II. You acknowledge the fact that Xsilica encourages you to build career with the company and to grow as an individual so as to meet the requirements of a growing organization. You would therefore need to remain in your employment for a minimum period of 6 months to avail the training & development programs in the form of a formal plus on the job training that will prepare you for the meaningful career with Xsilica

Therefore, in case you voluntarily terminate your employment with Xsilica by resignation you will:

- a) Provide Xsilica with 60 days advance notice of resignation from employment. You may not offset the notice period against any accrued leave or pay cash in the leave of notice period, unless agreed by Xsilica, in writing.
- b) Subject to your acceptance of our offer on and after your date of joining, your services shall be terminated by Xsilica giving a notice of one month or gross salary of one month in leavethere of. However if you resign from your services to Xsilica without notice, Xsilica holds full rights to accept or reject the resignation without notice considering the business situation. Xsilica has the sole authority to insist on the month of less notice which will be from case to case.

However, Xsilica can discontinue your employment based on the following conditions.

- 1.1. By termination for consistent under performance failure, adhering to performance standards despite feedback may lead to termination of employment or action may be decided by the

management.

- 1.2. It is a condition that you will be terminated immediately without notice if at any point of time during the employment, it is found that any information provided by you in respect of your education qualifications, previous work experience and other personal information furnished by you is found to be incorrect.
- 1.3. All complaints arising out of employment in our company, including those relating to alleged unfair treatment or wrongful application of these terms and conditions on you shall be submitted in writing directly and not through any agency or third party but to the Manager or any other person authorized on his behalf.
- 1.4. You shall abide by the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions of service which shall be binding on you. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice and compensation there of. You shall not put the company in any financial obligations over & above the Powers delegated to you by the company in writing.

Supervision/Control: You shall work under the supervision and control of such persons as decided by the company from time to time.

Hours Of Work, Attendance and Weekly Off: You shall in addition to the general service conditions as specifically stated herein above be governed by other rules, regulations, practices, systems, and policies as are in force or may be added, altered, modified or omitted/deleted by the company from time to time.

We take pleasure in welcoming you to our organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Please return the duplicate copy of this letter duly signed in token of your having Accepted the terms and conditions of the appointment within from the date of receipt of this letter.

Sincerely

For **Xsilica Software solutions Pvt. Ltd,**



Seema Gurgung

HR – Manager

I accept the above terms and conditions.

Signature:

:Date: