

February 04, 2022

Dear Raja Dashnamoorthy,

Sub: Letter of Offer and Appointment

We are pleased to offer you appointment as **Technical Lead- Microsoft Technologies** with our Company – Trbhi Consulting India Private Limited on the terms and conditions incorporated in the Service Agreement, which is herewith enclosed. Please sign the Service Agreement as well as the clause of acceptance hereunder as your acceptance of our offer.

Your annual gross remuneration is **Rs. 33,00,000** per year, which shall be paid with effect from your actual date of joining the office. Your remuneration structure is personal to you and should not be disclosed to others. Your expected start date will be **April 4th, 2022**.

Benefits document and what to expect during the first week with Trbhi is attached to this letter. You will be reporting to Lakshmana Prabhu, Manager at Trbhi Consulting India Private Limited.

We wish you a rewarding and exciting career with **Trbhi**.

Yours Sincerely,
For **Trbhi Consulting India Private Limited**



Authorized Signatory

I hereby accept the above offer of appointment as per the terms and conditions of the enclosed Service Agreement and I am hereunder signing as token of my acceptance of the Service Agreement.

(Employee)

Date:

This Service Agreement is made and executed on this **30th of January 2022** by and between Trbhi Consulting India Private Limited

(Hereinafter referred to as the “Employer” which term shall mean and include all its legal representatives, attorneys, administrators, successors in interest and assignees etc.)

And

Raja Dashnamoorthy (Hereinafter referred to
“Employee”)

Whereas the Employer and Employee agreed to set forth in writing the following terms and conditions of the employment of the Employee.

Now this Agreement of Service Witnessed as under: -

1. The Employer agrees to employ the Employee and the Employee accepts such employment on the terms and conditions set forth in this agreement. This agreement shall come into operation from the date on which both parties sign it.
2. The Employer agrees to pay an annual gross remuneration Rs 33,00,000.00 (**Thirty Three Lakhs**) per Annum as per details that will be worked out after reporting for duty. The remuneration shall be computed with effect from your actual date of joining the office.
3. Income tax and other statutory deductions from the above remuneration will be as per the Rules and Regulations of Income Tax Act and other laws and as applicable to the Employee’s remuneration.
4. During the currency of this contract the employee shall not take up any other assignment, with or without remuneration, under any other employer and shall work exclusively and full time for the employer.
5. The minimum office working hours is 8 hours from Monday to Friday. However due to nature of the business, working hours are flexible and the Employee shall be required to work necessary hours in order to complete his/her assigned work.

6. The Employee agrees and represents to the Employer that he/she is not subject to any existing contract, which would affect or impede the Employee's liability to perform in accordance with the terms of this agreement.
7. The Employer has acquired and developed and will continue to acquire and develop intellectual property which include systems and procedures, Source Code, business and financial data, credit information in relation to the customers containing their names, addresses, business habits, sales reports, price lists and other information. (all of the foregoing being referred to as the "Proprietary Information")
8. The Proprietary Information is confidential, important and unique to the Employer's business. The Employer and the Employee acknowledge that the said Proprietary Information represents trade secrets of the Employer. If the employee divulges any such proprietary information to any third person, the employer hereby reserves his right to terminate this agreement.
9. The Employee, for a period of two (2) years from the date of disassociation with the Employer, shall not at any time, directly or indirectly, carry on in any territory any business which competes directly or indirectly with the business of the Employer nor be concerned or interested in any such business in any capacity whatsoever, including, inter alia, as a shareholder, partner, officer, employee or consultant.
10. The Employee shall use his endeavor to promote and develop the business of the Employer and shall not, directly or indirectly, for a period of two (2) years from the date of their disassociation from the Employer
 - 10.1. Solicit or attempt in any manner to solicit, any business from (i) any existing customer/ client of the Employer, or (ii) any person whom the Employer has contacted or otherwise dealt with, as long as the Employer is engaged in such business;
 - 10.2. Induce or attempt to persuade any person, who is an existing or potential customer/client of the Employer, to cease doing business or to reduce the amount of business which such person has customarily done or might propose doing with the Employer.
 - 10.3. Employ, solicit, incite, canvass, or assist any person to employ, any person who is in the employment of the Employer (including any person who was an employee at any time during the preceding one year)
11. The Employee agrees to keep all Proprietary Information confidential. The Employee agrees to refrain from communicating or divulging any of the Proprietary Information to any person, firm or company during the course of employment and for a period of 3 years following the termination of this agreement for any reason whatsoever.

12. The Employer has acquired, and, during the term of employment the Employee will acquire much similar information about the business of the employer's customers in the same manner and under the same restrictions as said above.
13. Either party will be entitled to terminate this service agreement / employment by giving twelve(12)weeks' notice in writing. This does not apply if the termination is because of performance or breach of conduct reasons. Salary means the gross remuneration of the month.
14. The Employee shall undertake to work, wherever assigned either in India or abroad. While in India the Employee will be based at our Trbhi Office in Coimbatore as a hybrid work location. However, he/she should be willing to travel abroad. When posted to an overseas location for any assignment the salaries and benefits as applicable to such an assignment shall be mentioned in his/her project assignment letter.
15. The Employer shall reimburse all the expenses as applicable to his/her grade incurred by the Employee for travel, stay and other business related expenses necessary to carry out the Employee's duties under this agreement upon submitting relevant bills and vouchers.
16. If the Employee breaches any of the terms of this agreement, the Employee agrees to be liable for damages as may be determined by the Employer and the Employer will be at liberty to terminate this agreement.
17. On termination of this contract, Employee will immediately surrender to the Employer before release from the employment, all correspondence, laptop, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc., belonging to the Employer or relating to Employer's business. And, shall not make or retain any copies of these items. The above terms and conditions are subject to policy of Employer.
18. The invalidity or unenforceability of any of the provisions of this agreement does not in any manner affect any other provisions. If any provisions is determined to be invalid or unenforceable this agreement to be construed as if the invalid or unenforceable provisions was omitted.
19. If any dispute arises between the Employer and Employee under this agreement the courts at Coimbatore will have jurisdiction.
20. If any declaration given or furnished by the Employee to the Employer is proved to be false or if Employee is found to have willfully suppressed any material information, the Employee will be liable to be removed from the service of the Employer by termination of this agreement.

22. The Employee shall immediately notify to the Employer any change in his/her address as given herein.
24. This agreement of contract will be in force till it is terminated as provided herein or till the Employee attains the retirement age of 60 years, whichever is earlier. The age of retirement will be reckoned as per the date of birth shown in the Employee's school leaving certificate.
----- Employee Signature and Date

Employee Benefits

1. Vacation:

Employees are eligible for a total of 26 days per year.

This includes Personal Choice Holidays and Government Holidays. Please work with your manager to schedule vacation days ahead of time.

2. Education and Certification:

Employees are eligible to utilize our education and certification reimbursement program to enrich their knowledge and expertise related to the field of work. A minimum of six-month work completion is required to avail the service. A maximum sum of Rs 10,000 (Ten Thousand) per year is allotted for this program.

3. Quarterly Team Dinner:

We encourage strong teaming and transparency at Trbhi. One way of keeping us connected and open dialogue is via team dinners. Manager will arrange for Quarterly Dinner meets.

4. Health Insurance:

Trbhi will provide Employee health insurance and coverage for their immediate family through our company Healthcare program.

We will continue to evaluate the Benefit package and provide various avenues to enrich employee's career and make it an everlasting career and personal impact to their lives.