

Trigent Software Private Limited.
CIN U72200KA1995PTC065161
Professional Services Division
Khanija Bhavan, East Entrance 2nd Floor,
49, Race Course Road,
Bangalore - 560 001, India
P: +91 (80) 2215 7000

January 28, 2022

Anjali Kumari
D.S. Gali Bata Ganj, Digha
Digha
Patna 800010

APPOINTMENT LETTER

Dear **Anjali Kumari,**

We are pleased to welcome you to Trigent Software Private Limited and offer you an engagement as **Tech Support Engineer** and you will be deployed at our client. Your engagement will be effective from **January 28, 2022** and shall continue as per the client business requirements. Failure to report to work as per the date mentioned will render this offer null and void, unless permitted in writing by the company. Your engagement is transferable across our clients and across different locations in India. As discussed and agreed, you will be paid a Gross Cost to Company of **Rs.225,000/- (Rupees Two lakh twenty five thousand only)** per annum. The detailed breakup of the compensation is attached as Annexure A.

This engagement will be governed by the terms and conditions as indicated in **Annexure-B**. You will also be governed by all the rules and regulations of the company and client applicable from time to time.

On the day of joining the client Company, we request you to carry the following original documents with photocopies.

- a. Certificates / testimonials of your qualification & professional trainings.
- b. Relieving and Experience certificates of last employer.
- c. Last 2 months pay slip of your last employer.
- d. Passport size colour photographs.
- e. PAN Card.
- f. e-Adhaar.

We look forward to working with you, and hope you will find your engagement at Trigent a rewarding experience.

Yours truly,

For Trigent Software Private Limited,



Srinivasan TPR

Associate Director - Human Resources

Declaration by the Employee:

I have read and understood the contents of this engagement letter along with the description provided in Annexure A & B and accept the terms and conditions of engagement by sending the acceptance mail.



ANNEXURE - A

Given below is the breakup of the Compensation and benefits package:

Components	Amount in INR	
	Month	Annual
Basic	15,050	180,600
Statutory Bonus	1,500	18,000
HRA	909	10,903
Total	17,459	209,503
Company's Gratuity	724	8,688
Company's Insurance Contribution	567	6,809
Total	1,291	15,497
Gross Cost to Company	18,750	225,000

Take Home Calculation (before Income Tax/Professional Tax):

Monthly Salary	17,459
Less ESI	131
Take Home before IT/PT	17,328

(Take Home Calculation (before IT/PT) = Monthly Total - Deductions [Employee State Insurance + Provident Fund])

Annual Benefits

- A Provident Fund: If opted/covered under the Provident Fund Scheme. You will be contributing 12% of your Basic+DA every month and the Co. will make an equal contribution to the fund (restricted to a maximum of Rs. 15000 only).
- B Gratuity: You will be entitled to Gratuity as per the rules of the scheme.
- C Medical Insurance: Employees drawing a monthly salary of Rs. 21000 or less will be covered under ESI. Employees drawing monthly salary above Rs. 21000 will be covered under the Company Medical Insurance for Hospitalization to the tune of INR. 1,00,000 per annum for self, spouse and two children.

Disclaimer:

Any commitments with respect to Compensation and Benefits which are not included in the "Cost to Company Components" table or explicitly mentioned in the offer letter stands null and void.



ANNEXURE - B

1. Job Roles and Responsibilities:

- 1.1 You shall be responsible for the performance of the functions expected of your position and any additional functions and duties that may be assigned to you in connection with the business and operations of the Company/Client.
- 1.2 You shall use the best of your efforts to promote, develop and extend the business of the Company/Client and comply with the directions and regulations of the Company/Client at all times and in all respects.

2. Working hours, Salary payments & Leave eligibility:

- 2.1 The working hours will be as per the client's office timings. However, due to business exigencies employees may be required to work at different timings, which may be communicated by the immediate reporting Manager at the client site from time to time. This is a position of continuous responsibility and does not entail payment of extra time or overtime.
- 2.2 Salary payments will be made directly to your IDFC/HDFC/CITI bank salary account pursuant to our direct payroll deposit plan on or before the seventh working day of every month. All the payments made, are subject to the Income-tax Act, 1961 and the Income-tax Rules, 1962 and any amendments thereto. Payments are also subject to other statutory and agreed to deductions.
- 2.3 You will be entitled for leave as per the leave rules of the company.
- 2.4 Annual Furlough - i.e. when a client places an employee into temporary non-duty, non-pay status because of business reasons. In this scenario, Trigent will pay the salaries by adjusting against the accumulated leave of the deployed employee. If the employee has no leave credit, the same will be treated as leave without pay.

3. Code of Ethics and Business Conduct:

You are required to adhere to the Trigent Code of Ethics and Business Conduct. By accepting this engagement, you are agreeing to thoroughly familiarize yourself with Trigent Code of Ethics and Business conduct and you are also agreeing to abide by it.

- 3.1 Employee should conduct himself / herself courteously and in the best interest of Trigent without favor or preference whenever one is dealing with Visitors, Clients, Contractors and co employees etc.
- 3.2 If any employee is unable to report for duty on time, he should inform his/her project manager in advance.
- 3.3 Employees are expected to dress appropriate to our business environment.
- 3.4 Employee needs to wear the identity cards provided by the company at all times during the office hours.
- 3.5 Employees are strictly expected to adhere to No Smoking policy inside the office premises.
- 3.6 Employees are expected to maintain decorum inside the office and Office etiquette.
- 3.7 All employees are required to make judicious use of the facilities, which include telephone, fax, e-mail, Internet, and/or any other resources provided to them.
- 3.8 No employee shall use any of the company resources for soliciting any kind of employment elsewhere or for personal gain.

Trigent will communicate important information about its policies by way of electronic updation on the HRMS portal. By accepting this engagement you agree to thoroughly review these policy communications and abide by them without any deviations.



4. Deployed Engagement:

The employees joining our professional services division are recruited by us to work at our client location and the engagement will continue depending on the client's business needs. The deputed employees work at the client site and generate a timesheet which is approved by the client manager based on which Trigent disburse salaries. The deployed engagement is purely contingent on the business needs of the client. Trigent will make efforts to place the deployed employees at other client sites when they are rolled off from a client. However, for all practical purposes the last working day at a client will also be the last working day at Trigent.

Timesheet is the essence of this engagement. It is on the basis of the client approved time sheet that Trigent can substantiate its services to the client. Absence of client-approved timesheet means that services have not been delivered by the employee.

5. Attendance & Performance:

Attendance & Performance will be monitored by the client and the process will vary from client to client. The deputed employees may check for performance feedback from their client supervisors from time to time.

Performance based salary revision are the prerogative of the client.

6. Non Solicitation of Employment & Business

During your tenure with the company and for a period of one (1) year after separation, for any reason, whether with or without cause, you will not render professional services of the type provided by you during the term of engagement with the company, directly or indirectly, as an employee, employee of a third party, consultant, or otherwise, to any person, firm or organization which is a past, current client/competitors of the company.

During the term with the company and for a period of one (1) year after separation for any reason, whether with or without cause, you will not, on behalf of yourself or any other person, corporation or entity: (a) directly or indirectly solicit business from or call upon entities or individuals that are current clients or active prospects of the company for the purpose of soliciting, serving or selling services or products similar to those being developed, licensed, or marketed by the company or (b) recruit Trigent employees, or otherwise seek to induce such employees to terminate employment with the company or violate any agreement with the company.

7. Confidentiality of Information:

As part of your engagement with the company, you will be exposed to substantial amounts of technical, secret, critical and other information of the company as well as its clients and/or third parties. This information will be obtained by you or will be available to you; you will appreciate that any information so obtained must not be communicated directly or indirectly to any person, firm or company, or made public in any manner, except with the written permission of the company. You will therefore sign an Agreement of Confidentiality with Trigent. This clause is perpetual in nature and will be applicable during and after your employment by the company.

You are also required to strictly maintain the secrecy of and not to divulge or communicate in any manner, any information regarding your remuneration/terms of employment to any other person and in particular any employee of the company.

8. Proprietary Information:

All the work carried out by you during your engagement with the company shall, at all points of time, belong to the company and shall be considered to be the Proprietary Information of the company (whether or not learned, obtained or developed solely by you or jointly with others). Where such work is carried out for a client of the company, the work shall belong to the company's client. Such Proprietary Information and all intellectual property rights therein shall remain the property of the company or its clients, and upon termination of employment or at any earlier time as requested by the company, you will immediately deliver all Proprietary Information in your possession or control to the company.

You also agree to hereby irrevocably and unconditionally assign to the company or its clients, all right, title, and interest worldwide in and to any work developed by you and all Intellectual Property Rights thereto, at the request of the company.



You shall execute such documents in this regard as may be required for the purpose. In view of the above, you shall be called upon during your tenure with the company to execute one or more "Non Disclosure Agreements" to this effect, based on business requirements.

9. Dual employment:

You are expected to remain in duty throughout the business / working hours of the organization and be present in time for any meeting or get together scheduled by the company. This is a full time engagement and you shall not engage yourself, directly or indirectly without prior consent in writing of the company with or without remuneration, in any trade, business, occupation, employment, service or calling which is similar to

or the same as that carried out by the company nor shall you undertake any activities which are contrary to or inconsistent either with your duties and obligations under this engagement or with the company's interests.

10. Training:

You may be selected and sponsored by the company for training assignments with company's associates or other institutions in India or abroad. You will diligently and beneficially, take part in such training and assignment. In such event, you will continue to serve the company after such training, for a minimum period of 6 months or such period as may be stipulated by Trigent.

11. Travel and overseas assignments:

You may be required to undertake travel on company work during the course of this engagement. Further, in the event of the company deputing you to a foreign country, either for business, training, higher education or on any assignments, you shall furnish a bond backed by a surety, undertaking inter alia the following:

- 11.1 That you will not resign, abandon, desert or unauthorizedly absent yourself during the period of your deputation abroad;
- 11.2 That you will neither seek nor accept appointment, consultancy or business for anybody or any third party except for the company, during the period of your deputation abroad.

12. Transfer:

You are liable to be transferred from one client to another or from one department to another department or from one establishment to another establishment or one location to another location (our client site both in India and abroad) without assigning any details/reasons or explanation. You shall do such other work, which will be assigned to you by the Management from time to time. Any such changes in assignment or transfer will not automatically entitle you to any additional remuneration, allowance, compensation, or other sum in respect thereof.

It is also expressly agreed to by and between us that the company shall be entitled to loan or transfer your services, provisionally for any duration or permanently, wholly or partly to any company which is an associate, client, affiliate, successor, assign or subsidiary or principal contractor to, or the latter having a controlling interest in the said company

13. Medical Check:

As per the Company policy, employees are required to undergo medical check on request at authorized medical centers and submit a duly certified copy of the medical certificate.

14. Documentation:

Upon being so required by the Company, you shall make, sign and execute all deeds, documents and declarations as may be deemed necessary by the company and / or its clients (including Privacy and Confidentiality agreements).

15. Indemnity:

You shall keep the Company indemnified for any damages, which the Company or its clients may suffer due to any act/s by you including breach of any terms of this agreement.



16. Jurisdiction:

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Bangalore, Karnataka, India.

17. Separation:

In the event of separation/resignation/abandonment of your services with the company, a mandatory notice period of 30 days would have to be given by you, unless the company/client agrees to a shorter notice period depending on the client requirements. You cannot avail leave of absence during this period and you need to serve full term of notice period of 30 days. If you are availing leave during the notice period, the said notice period gets extended by the number of days of such leave.

- 17.1 In the event of the company/client wanting to dispense with your services, the company shall be liable to give 15 days notice as advance intimation or pay you 15 days basic salary in lieu of the notice, as compensation.
- 17.2 Notwithstanding anything to the contrary contained herein, the company shall be entitled to forthwith terminate your appointment without any notice or payment of any kind whatsoever in lieu of notice or otherwise in case of:
 - 17.2.1 Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein.
 - 17.2.2 Any information provided to the company in the application or during the course of your engagement is found wrong and it is discovered that you have intentionally provided wrong information.
 - 17.2.3 If you are released on the ground of non-performance or termination or an untenable act, your last working day at the client's place will be the last working day at Trigent Professional Services Division.
 - 17.2.4 Unauthorized absence of three or more days
 - 17.2.5 Failure of Back Ground Verification.
- 17.3 On separation, you will immediately hand-over, to the appropriately designated authority within the company, all information or data or documentation that has come into your custody as a result of your association with the company. The company reserves its right to accept your resignation and relieve you of your duties in the event that any bond executed by you as hereinabove contemplated is yet to lapse.
- 17.4 Employee is required to submit the tax documents (Investment Proofs) within a week from the date of separation. Failing which, the full and final settlement will be processed by deducting tax at source. The full and final settlement will be paid on recovery of payments from client.
- 17.5 Please take note that all sums paid to you such as joining bonus, relocation expenses, travel expenses for relocation, initial accommodation expenses and recruitment charges paid to employees are liable to be recovered from your salary/final settlement in the event of your resigning from the services of the company within 3 (three) months from the date of joining.
- 17.6 You will not be eligible for any relieving, experience, salary certificate and employment references if you resign from the services of the company within 3 (three) months from the date of joining.

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