

Mr. Arun Mani Sam
Edappangatil House, Cheralayam Palace Road,
Kunnamkulam P.O, Thrissur,
Kerala - 680503

OFFER LETTER

Dear Arun,

With reference to your application and the subsequent interview you had with us, we are pleased to offer you employment in **Inspirisys Solutions Limited** as per the terms and conditions given in the subsequent paragraphs. Your initial place of posting will be at **Chennai - Tek Meadows**.

1. SALARY & BENEFITS

Your salary and other emoluments are given in the **Annexure**.

2. DESIGNATION & GRADE

Your designation will be **Senior Engineer - Software** and the equivalent grade in accordance with our policies will be **EL-130**.

3. SERVICE RULES

- a) Your employment with Inspirisys Solutions Limited is full time and you shall not engage in any commercial business or pursuit on your own account or as an agent for others during the course of employment.
- b) You are required to seek permission from the management before you undertake any course of study.
- c) You are required to treat all information and official correspondence as confidential. You shall not at any time or times, without the consent of the company disclose, divulge or make public except under legal obligation, by word of mouth or otherwise, details of manufacturing processes, software development, technical know-how, security arrangements, administration, accounts or any other dealings of the company known to you in the course of your service or otherwise.
- d) As per company Policy, you shall be required to give necessary undertakings to the company.
- e) You shall work under the supervision of such officer/s as may be decided by the company from time to time. You shall diligently and faithfully carry out instructions given to you to the best of your power, skill and ability in the best interests of the company.
- f) You shall keep the company informed of any change in your residential address or civil status.
- g) You shall be responsible for the safekeeping and return in good condition and order of all the company's property which may be in your use, custody or charge.
- h) The retirement age as per the company's policy is **55 years**. The date of birth given by you and taken on record is **24-Oct-1991**
- i) You shall abide by the rules and regulations of the company which are in force and/ or which may be framed from time to time.
- j) You shall regularly check the internal policies of the company and abide by such policies.

4. PROBATION & JOINING FORMALITIES

- a) You shall be on probation for a period of **Six months** with effect from your date of joining with the company.
- b) During the period of probation, you will not be entitled to any leave with pay other than casual leave. However, you will be eligible for PF Contribution and ESI contribution (if applicable) by the Company and on confirmation you shall be eligible for Privilege Leave as per the rules of the company.
- c) In case you wish to resign from the services of company during the probation period you are to give One month notice or compensation in lieu of notice as decided by company. However the company can terminate your services during probation without any notice.
- d) Should your work be found satisfactory at the end of probation, your appointment will be confirmed in writing. Unless so confirmed in writing, you shall continue to be on period of probation. The probation period is extendable at the sole discretion of the management.

5. MEDICAL FITNESS

- a) You are required to continuously maintain yourself in a state of good medical fitness so as to perform well and to discharge your assigned responsibilities adequately while in employment. If at any point in time, during your employment with the Company, you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated notwithstanding anything mentioned in this document or otherwise. You agree to submit yourself for any medical examination at any time if called upon by Inspirisys Solutions Limited or its clients when assigned to work at their premises.

6. INTELLECTUAL PROPERTY RIGHTS

- a) You acknowledge and represent that the Intellectual Property Rights (IPR) in all the work(s) done by you during the time of your employment or contract or assignment in any manner with Inspirisys Solutions Limited, India and its group companies or their Clients will be deemed as work done for hire and such work will belong to Inspirisys Solutions Limited, India and / or its group companies perpetually and without any claim from you. IPR would mean rights in software, systems, documentations, designs, tools, inventions, patents, utility models, trademarks, knowhow, drawings, specifications, reports, copyrights, source code, flowcharts, algorithms, moral rights, database rights, semiconductor topography rights, etc. (whether or not, in each case, the right is registered and including applications for, and any right to apply for, such registrations) and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may subsist anywhere in the world, together with all renewals and extensions to such rights. As and when requested by Inspirisys Solutions Limited, India or its group companies you shall sign all such documents and instruments including any actions that is required to effect the purpose of assignment of IPR to Inspirisys Solutions Limited, India and its group companies during your tenure with the Company or otherwise.

7. AGREEMENTS, POLICIES & GUIDELINES

- a) During your employment with the Company you shall observe and comply with all of the agreements, policies, procedures, guidelines, rules, regulations and directives issued from time to time by Inspirisys Solutions Limited, India. The same shall be communicated to you during your on-boarding process, and subsequently as and when they are issued.
- b) Inspirisys Solutions Limited, India and its group companies shall have the right to alter and amend these agreements, policies, procedures, guidelines, rules, regulations and directives, as it sees fit as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment.

8. VERIFICATION

- a) You warrant that all information and documents provided by you to Inspirisys Solutions Ltd in connection with your employment related checks, including information regarding your existing and/or past employment (s), experience and qualifications, and your academic, business and other references, is accurate and truthful, and that you agree to, and will provide full and complete disclosure required for the purpose of conducting employment checks by the company as and when the company deems fit to conduct such a check.
- b) This offer of employment and/or your employment is subject to **our scrutiny/enquiry/Check** being completed to the satisfaction of the company for which you have consented. An adverse report received including any false/wrong information/document / disclosure, whether received prior to your joining the company and/or after, may lead to this offer of employment being withdrawn with immediate effect and/or your employment being terminated immediately, by written notice from the company.

9. NON-SOLICITATION/NON-COMPETE

- a) You confirm that for a period of three (3) years after the resignation / termination / retirement of your employment from the Company you will not solicit or take away from Inspirisys Solutions Limited, the business of any customer or client of Inspirisys Solutions Limited who has been a customer or a client of Inspirisys Solutions Limited during the course of your contract or entice away from Inspirisys Solutions Limited any person who at any time during the term of your contract has been an employee of Inspirisys Solutions Limited.
- b) You confirm that you will not divulge to any person whatsoever any formula processes, method, machines, composition, ideas or any other information concerning the business and affairs including any financial information of Inspirisys Solutions Limited or any transactions affairs of Inspirisys Solutions Limited which has come to your knowledge during the course of your employment / contract with Inspirisys Solutions Limited or use any of the same for your benefit after completion of contract assignment / employment / resignation / termination / retirement from Inspirisys Solutions Limited.

- c) You agree that you will not join Inspirisys Solutions Limited's customers / vendors/ partners for a period of three years from date of completion of contract assignment / employment / resignation / termination / retirement from Inspirisys Solutions Limited.
- d) You agree that you will not start or do any business that is competing in nature with Inspirisys Solutions Limited's business for a period of five years from the date of completion of contract assignment / employment /resignation / termination / retirement from Inspirisys Solutions Limited.

10. CONFIDENTIALITY

- a) You are required to treat all information and official correspondence as confidential whether they are explicitly marked as confidential or not. You shall not at any time or times, without the consent of the company disclose, divulge or make public except under legal obligation, by word of mouth or otherwise, details of manufacturing processes, software development, technical know-how, security arrangements, administration, accounts and financial information or any other dealings of Inspirisys Solutions Limited known to you in the course of your service or otherwise.
- b) You shall not, at any time, during tenure of service or on relinquishment/ termination or thereafter, disclose or divulge or communicate to any person directly or indirectly, any knowledge, information-confidential or not, or material or accounts transactions, discovery or dealing which may come across or gain, receive or obtain in relation to the affairs of Inspirisys Solutions Limited.

11. OTHER TERMS & CONDITIONS

- a) You are liable to be transferred to any place of business or department of the company at the discretion of the management.
- b) You are liable to be posted abroad depending on the needs of the business. In the event of such posting, all allowances and benefits will be applicable based on the Foreign Travel Policy and the following employment norms are applicable.
 - (i) You are responsible to comply with local laws prevalent in the country of posting. Any legal expenses due to non-adherence of local laws if attributable to the company, besides visa related issues will be borne by the company.
 - (ii) Employees will be forbidden to submit resignation in the midst of project when posted abroad. All travel related expenses that included air ticket, visa expenses etc. will be borne by the employee in case of any such resignation.
- c) Employees also need to sign non-compete/non-disclosure agreement forbidding them to join Inspirisys customers / vendors / partners for a period of One year from the date of the completion of assignment.

- d) Your employment separation process is governed by the following rules:
- (i) It is mandatory to serve Two month notice period in case of resignation of your service after confirmation. Salary in lieu of notice period is not acceptable.
 - (ii) You are not entitled for any leave other than eligible casual leave at the time of serving the notice period in case of resignation.
 - (iii) In the absence of the above stated clauses the company reserves their right to withhold the final settlement dues to be paid to you and you will not be relieved from the company.
 - (iv) The company has the right to terminate your employment without any prior notice in case of any disciplinary proceedings.
 - (v) In case of termination of your services by the company other than the above clause you will be paid two-month salary in lieu of notice period.
- e) You shall not, at any time, during tenure of service or on relinquishment or thereafter disclose or divulge or communicate to any person directly and / or indirectly, any knowledge, information-confidential or not, or material/account transactions, discovery or dealings which may come across or gain, receive or obtain in relation to the affairs of the company.
- f) If during the period of employment with the company, you make an invention or discovery or improvement to either of the above, connected to any of the articles manufactured and/or services provided by or dealt with by the company, or in respect of any processes or methods etc., pertaining to those mentioned above, whether patented or otherwise, employed by the company, it is agreed that the same shall be owned solely by the company or its customers as the case may be.
- g) You shall not, during the course of your employment with the company, undertake or attempt to seek any engagement, employment and / or consultancy service or accept any assignment in any other organization anywhere in the world unless authorized by the company in writing.
- h) If at any time in the opinion of the company, which shall be final, your performance is found to be below acceptable / satisfactory levels or you become insolvent or are found guilty of dishonesty, disobedience, misappropriation, theft, fraud, disorderly behaviour, negligence, indiscipline, absence from duty without permission or of any conduct considered by the Company as detrimental to its interests or of violation of one or more terms of this appointment, your services may be terminated without notice.
- i) You hereby agree to support the Company during any lockdown/force majeure period on instructions from the Company without any hesitation as the Company is supporting essential services. In this case, Company shall provide commutation to the employees as per Company policy

- j) At the time of joining, you are requested to produce the Original Certificates and copies in proof of:
- Qualification.
 - Age, Identity and address.
 - 5 passport size color photographs.
 - Relieving Order and Experience certificate from previous employer. (if applicable)
- k) In case your written acceptance of this offer is not received within 2 days of issue, this offer will be treated as withdrawn and cancelled, without any further reference to you.
- l) In case you do not report for duty within 2 days of the joining date indicated by you in the acceptance letter, the offer will be treated as withdrawn and cancelled, without any further reference to you.
- m) Your employment with Inspirisys Solutions Limited is subject to submission of mandatory documents (Relieving letter) collection / verification and if you fail to submit relieving letter within 10 day of DOJ (Date of Joining), disciplinary action will be taken based on organization policy.

We welcome you to **Inspirisys Family** and look forward to a long, successful and mutually beneficial relationship.

**With Best Wishes,
For INSPIRISYS SOLUTIONS LIMITED**

A handwritten signature in black ink, appearing to read "Isaac", with a horizontal line underneath.

**ISAAC SATHISH KUMAR
SENIOR MANAGER - TALENT ACQUISITION**

ANNEXURE		
COMPENSATION STRUCTURE		
NAME	Arun Mani Sam	
GRADE	EL-130	
DESIGNATION	Senior Engineer - Software	
LOCATION	Chennai - Tek Meadows	
COMPONENTS	Per Month	Per Annum
Basic	40,424	485,088
HRA	24,254	291,048
Other Allowance	36,382	436,584
Total Gross (A)	101,060	1,212,720
Company Contribution		
Provident Fund	1,800	21,600
Gratuity @ 4.8%(approx)*	1,940	23,280
Insurance	200	2,400
TOTAL (B)	3,940	47,280
TOTAL CTC (A+B)	105,000	1,260,000

*Gratuity is payable as governed by the Gratuity policy of the company.


With Best Wishes,
For INSPIRISYS SOLUTIONS LIMITED



ISAAC SATHISH KUMAR
SENIOR MANAGER - TALENT ACQUISITION

ACKNOWLEDGEMENT

I, **Arun Mani Sam** hereby acknowledge the terms and conditions of the above letter dated 20/ 07/ 23 /and confirm my date of joining as 24/ 07/ 23 /

Signature: 
Date: 20/07/23