

OFFER LETTER

Date: 24th April 2024

Ref. No.: GABLR/24/04/0094

Dear Vansh Gupta,

It is our pleasure to offer you employment as Software Engineer - I (hereinafter referred to as "Employee" and/or "You") at **GeekyAnts India Pvt. Ltd.** (hereinafter referred to as "GeekyAnts" and/or "Company"). In this position, you will report directly to **Sarika Gautam**, Associate Director of Engineering, **beginning 3rd May 2024**. You will be under a probation period of 3 months (which can be extended up to 6 months) from the date of joining, where your performance will be closely monitored and you will receive comprehensive training tailored to enhance your skill sets. Based upon your performance during the probation period, your employment with GeekyAnts will be confirmed. In this respect, you are required to sign standard terms and conditions of employment as detailed in **Annexure A**.

Your remuneration package during the first year of your employment with GeekyAnts will be **Rs. 3,00,000/- per annum**. The necessary break-up is as stated in **Annexure B**.

- **Your Salary as scheduled:**

- **Annual Gross Salary:** Your Annual Gross Salary would be **Rs. 3,00,000/-** per annum.
- **Standard Deductions:** Standard deductions will be made from your monthly salary based on applicable laws and Company policies as elaborated in clause 2 of Annexure A below.

After successful completion of 14 months of your employment with GeekyAnts, effective from the date of joining, your revised remuneration package will be **Rs. 7,00,000/- per annum**. The necessary break-up is as stated in **Annexure C**.

- **Your Salary as scheduled:**

- **Annual Gross Salary:** Your Annual Gross Salary would be **Rs.6,00,000/-** per annum.
- **Annual Variable Bonus:** An Annual Variable Bonus of upto **Rs. 1,00,000/-** is awarded on successful completion of 26 months of your employment with GeekyAnts in effect from the date of joining. The Annual Variable Bonus is a variable element contingent upon both your individual performance and the overall performance of the Company. The eligibility to avail this bonus is deemed disqualified if the separation process begins any time before the completion of 26 months from the date of joining.
- **Standard Deductions:** Standard deductions will be made from your monthly salary based on applicable laws and Company policies as elaborated in clause 2 of Annexure A below.

Indemnity Clause: GeekyAnts will be investing considerable sums of money in training and enhancing the skill sets of the Employee. In consideration of the training and enhancement of skill sets that the Employee will receive from the Company, the Employee agrees to serve in the employment of the Company for a minimum period of 26 Months from the date of execution of the Employment Agreement. Accordingly, if the Employee (i) fails to complete the Minimum Term; and/or (ii) fails to perform his/her obligations under the Employment Agreement, the Employee shall pay the Company a sum of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) as liquidated damages suffered by the Company thereof.

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Please note that this offer is contingent upon satisfactory personal references and background check being obtained. We reserve the right to withdraw our offer of employment, if personal references and/or background check information are not provided or the results are deemed unsatisfactory.

Upon joining GeekyAnts, you will be asked to provide a copy of the Certificates of your Educational Qualifications, Birth Certificate, valid Passport, acceptable Employment Visa or Certificate of Naturalization or Citizenship. If you have any work experience, then you will be asked to provide a copy of your Relieving Letter from your previous employer, Experience Certificate/Letter and Salary Slips for the past 3 months.

Your Response

We look forward to welcoming you into the GeekyAnts family shortly. If you wish to accept this offer, please sign where indicated below and return the complete letter to us within 2 days from the date of the offer. This offer will expire and have no further effect if you do not accept it within stipulated time.

This letter contains all of the terms of your offer of employment and supersedes any prior communications relating to your employment.

Please contact us should you require any further discussion or clarification.

For GeekyAnts India Pvt. Ltd.



Sarwar Imam
Chief People Officer

I accept as it stands



Vansh Gupta
Date:

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Annexure-A: Employment Terms & Conditions

1. Code of Conduct

- a) You should be present in the Office or should work from home as per the Company's policy on all the working days as per the Company working hours prescribed.
- b) Any delay / deviation in adhering to the timings are to be intimated to your Manager or HR, not adhering to which may be considered as under working and salary deduction may be made as per the Manager's instructions.
- c) No leave will be permitted during the probation period unless agreed upon, with a written approval from the Manager.
- d) Absence from duty continuously for 5 (Five) working days, without the consent of the Manager would be considered as termination unless approved by the Manager concerned.
- e) During your employment with the Company, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.
- f) You agree and covenant that you will not during the period of your employment and thereafter, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, shareholders, members or advisors, or any member of the Board.
- g) You will adhere to all the Company Policies.

2. Details of Standard Deductions from Salary:

- a) Provident Fund (if opted for), Employee State Insurance (if applicable), Professional Tax, Income Tax and any other applicable statutory payments will be deducted as per Indian Government Laws.
- b) You will be enrolled under the existing Group Medical Insurance (GMI) scheme of the Company with a cover of 5 Lakhs applicable to Yourself. Opting out of this will not result in monetary benefits. You can also add your dependents to the policy (floating cover) on your date of joining. GMI policy premium for self and dependents (if opted for) will be deducted from your CTC every month.

3. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training /deputation / secondment / transfer / assignments to sister companies, associate companies, clients locations or third parties whether in India or abroad.

You shall, only at the written request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.



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4. Termination of Employment

a) During your probation period, either you or GeekyAnts can terminate the employment by giving 7 calendar days written notice. Upon successful completion of your probation period, notice period will be increased from 7 calendar days to 60 calendar days written notice. No buyout or payment equivalent to salary for the notice period will be accepted by GeekyAnts in lieu of the notice period unless otherwise agreed in writing by GeekyAnts at its sole discretion. Also, no payment in lieu thereof shall be payable by GeekyAnts when the employment is discontinued / terminated on account of any misconduct. This will be subject to the Indemnity Clause mentioned in your offer letter.

b) Unauthorized absence or absence without permission from duty for a continuous period of 5 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination and you will become liable for payment to the Company as per the Indemnity Clause mentioned in your offer letter.

c) You will be governed by the Company's laid down Code of Conduct / Policies and if there is any breach of the same or non-performance of a contractual obligation or the terms and conditions laid down in this Annexure-A, your employment could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

5. Leave and Holidays

The Company leave benefits include the following:

Annual Paid Leaves: You will be eligible for thirteen Paid Leaves annually, which will be credited on a pro-rata basis if you join the Company after the start of the calendar year.

Annual Sick Leaves: You will be eligible for twelve Sick Leaves annually, which will be credited on a pro-rata basis if you join the Company after the start of the calendar year.

Annual Holidays: You will be eligible for Compulsory Holidays on a pro-rata basis as they occur after your date of joining based on the list of holidays published by the Company annually. You will also be eligible for Two Optional Holidays which will be credited on a pro-rata basis if you join the Company after the start of the calendar year based on the list of holidays published by the Company annually.

All the aforementioned leave benefits shall be utilized according to the relevant policies of the Company which will be communicated to you separately. These benefits are subject to change according to any changes in the Company's policy.

6. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice and without any payment in lieu thereof,

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Vandana Singh



notwithstanding any other terms and conditions stipulated herein. This will be subject to the indemnity clause mentioned in your Offer Letter.

Notwithstanding any other term or condition expressed or implied in this Annexure-A, you will not have the authority to enter into any contracts or commitments for or on behalf of the Company without first obtaining the express written consent of the Company.

7. Restraints

7.1. Access to Information

Information is available on a need-to-know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by the concerned Manager.

7.2 Escalation/Exception Reporting

- 7.2.1 A set of areas/jobs to be carried out by each function/department will be decided.
- 7.2.2 For each area/job - a suitable policy will be formulated/evolved.
- 7.2.3 For every policy - standards of measurement will be laid down.
- 7.2.4 Goals for year/quarter/month will be periodically reviewed.
- 7.2.5 Deviation if any with regard to policies or standards will be monitored and brought up for discussion in the review meetings if such deviation could wait till the review meeting.
- 7.2.6 Alternatively, if such deviation will pose a threat and if it is not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to the next level.

8. Authorization

Only those authorized by the competent authority in the Company may sign legal documents, representing the Company.

9. Smoking

We owe and assure a smoke free environment for our Associates. The entire office premises including conference rooms, lobbies, is declared as a No-Smoking Zone.



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10. Passwords

Access to our network, development environment and emails is through individuals' passwords. For security reasons, it is essential to maintain confidentiality of the same. If the password is forgotten, the Networking & Communication Group is to be contacted to reset and allow you to use a new password.

11. Unauthorized Software

You shall not install, download, copy, and duplicate any unauthorized or unlicensed software, programs, games, attachments onto your computer systems.

12. Overseas Service Agreement

As the Company will be spending substantial amounts of time and money for your deputation / secondment abroad, you will be required to sign a deputation agreement with the Company and also execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving the Company for a stipulated period).

13. Intellectual Property Rights

All intellectual property rights, including but not limited to, Patents, Copyrights, Designs, Trademarks and Semiconductor chips developed by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be work made for hire. You shall execute/sign such documents for the purpose of assigning such Intellectual property, as and when required by the Company.

The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

14. Jurisdiction

Even though the Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Bangalore, Karnataka, India.

15. Retirement

You shall automatically retire from the services of the Company at the age of 65 years and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

16. General

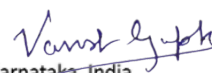
- 16.1 The above terms and conditions including those in Annexure – A are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave,

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Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

- 16.2 You certify that there are no outstanding agreements or obligations that are in conflict with the terms of this Annexure-A, or that would preclude you from complying with the provisions hereof.
- 16.3 Geeky Ants is committed to Quality, IT Services & Information Security and is an ISO 9001:2015, ISO 20000-1:2018 & ISO 27001:2013 certified organization. To extend this commitment towards QMS, ITSMS & ISMS, GeekyAnts expects you to fully understand and comply with its relevant Quality, IT services & Information Security Management System policies.
- 16.4 This Annexure-A will remain in full force and effect unless otherwise terminated by either party.
- 16.5 Section headings and titles are for convenience only and shall be of no force or effect in the construction or interpretation of this Annexure-A.
- 16.6 If any term of this Annexure-A is deemed to be unenforceable by a court of competent jurisdiction, then such term shall be deemed deleted. The remaining terms shall be construed so as to give maximum lawful effect to any such deleted terms.
- 16.7 No waiver by either party of any breach of any provision of this Annexure-A shall constitute a waiver of any other breach of that or any other provision of this Annexure-A.
- 16.8 Notwithstanding any provision to the contrary within this Annexure-A, the clauses intended to survive termination shall continue to remain in full force and effect following the conclusion of the employment relationship between the Employee and the Company. Termination, whether voluntary or involuntary, and regardless of the circumstances leading to such termination, shall not affect the enforceability and continuation of the specific clauses outlined herein that are intended to continue beyond the termination date.
- 16.9 Any amendment or modification of this Annexure-A will only be binding if evidenced in writing and signed by each Party.
- 16.10 Any notices, requests, or demands required or permitted herein, be in writing and e-mailed to the addresses set forth below and provided however that either party may change its address by written notice to the other party.
If to Employee: vanshgupta4661@gmail.com
If to the Company: hr@geekyants.com
- 16.11 In case of any conflict, questions, or doubts, please email us at hr-recruitment@geekyants.com and hr@geekyants.com to discuss and resolve the same.

This is to certify that I have gone through wholly and understood all the terms and conditions mentioned in Annexure-A hereby accept and agree to abide by them:

Name in Full: Vansh Gupta

Signature: 
Date:
Place:

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1st-Year Salary Break-up: Annexure B

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SALARY COMPONENTS	MONTHLY	ANNUAL
Earnings		
Basic Salary	20,850	2,50,200
House Rent Allowance	0	0
Car Allowance	0	0
Food Allowance	2,200	26,400
Leave Travel Allowance	0	0
Fixed Allowance	1,950	23,400
Gross Salary (A)	25,000	3,00,000
Other Benefits		
Provident Fund (Employer's contribution)	0	0
Provident Fund (Others)	0	0
Total Other Benefits (B)	0	0
Bonus		
Annual Variable Bonus	0	0
Total Bonus (C)	0	0
Cost to Company (A + B + C)	25,000	3,00,000
DEDUCTIONS		
PF (Employee contribution)	0	0
PT	200	2,400
Total Deductions (D)	200	2,400
Net Salary Monthly Salary (A - D)	24,800	2,97,600

*Standard deductions will be made from your monthly salary as elaborated in clause 2 of Annexure A.

Vandana Gupta

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2nd-Year Salary Break-up: Annexure C

Ref. No.: GABLR/24/04/0094

SALARY COMPONENTS	MONTHLY	ANNUAL
Earnings		
Basic Salary	25,000	3,00,000
House Rent Allowance	10,000	1,20,000
Car Allowance	1,800	21,600
Food Allowance	2,200	26,400
Leave Travel Allowance	2,850	34,200
Fixed Allowance	8,150	97,800
Gross Salary (A)	50,000	6,00,000
Other Benefits		
Provident Fund (Employer's contribution)	0	0
Provident Fund (Others)	0	0
Total Other Benefits (B)	0	0
Bonus		
Annual Variable Bonus	8,333	1,00,000
Total Bonus (C)	8,333	1,00,000
Cost to Company (A + B + C)	58,333	7,00,000
DEDUCTIONS		
PF (Employee contribution)	0	0
PT	200	2,400
Total Deductions (D)	200	2,400
Net Salary Monthly Salary (A - D)	49,800	5,97,600

*Standard deductions will be made from your monthly salary as elaborated in clause 2 of Annexure A.

Vansh Gupta

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