

DISCLAIMER

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Ref: HR/AP/10/2021/MS

Date: October 28, 2021

**Mr. Manoranjan Sahoo**

Saragadia, Charampa, Saragadia, Bhadrak  
Bhadrak, OR, 756101, INDIA

**Dear Manoranjan,**

We are pleased to appoint you as **Software Engineer** in **Grade G2** at Xoriant Solutions Pvt. Ltd., **Hyderabad** w.e.f. **October 28, 2021** as per the terms and conditions given below.

**I. COMPENSATION**

Your gross annual compensation package **Rs 6,50,000/- (Rupees Six Lakh Fifty Thousand Only)**, the breakup for which is given in Annexure A. Taxability of the salary and benefits will be as per Income Tax rules. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria.

The terms of your employment are strictly confidential between you and the company. You are required not to discuss your compensation with any other employee or client.

We would like to make it clear to you that there are no other commitments made by the company in terms of your compensation or otherwise other than what is mentioned in the appointment letter.

**II. DOCUMENTS**

At the time of your first working date (or within one month thereafter) you are requested to submit the documents mentioned in Annexure C of your offer letter.

This appointment is offered on the basis of your having furnished the company, correct information regarding your past service and other records. If at any time it is revealed that employment has been obtained by furnishing false information or withholding pertinent information, the company can terminate your services at any time and without notice.

You are required to sign a Confidentiality Agreement which comes into effect from your date of joining.

**III. LOCATION**

You will be based at **Hyderabad**. However, the company may require you to work at other company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

**IV. OFFICE HOURS**

You are expected to attend office, take leave or holidays according to the prevalent rules of the Company. You may also be called upon to attend to your duties as and when required in shifts or on holidays. While at the client site, you will be required to strictly follow the rules and regulations and the work schedule of the client.

Any unsanctioned absence from work for a continuous period of eight days (including your over-

Times Square 7<sup>th</sup> Floor C Wing, Smartworks Coworking Spaces, Andheri- Kurla Road, Andheri East - 400059

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 [www.xoriant.com](http://www.xoriant.com)

staying the sanctioned period of leave by eight days) may make you lose your lien on your job. Further, due to such unsanctioned leave, your services can be automatically terminated without any notice or any Compensation in lieu of such notice (as stated in the notice period of this letter) or even intimation from the Company.

If you are guilty of any misconduct the Company can terminate your employment with immediate effect.

#### **V. LEAVES**

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

#### **VI. TRAINING**

You will be required to undergo various trainings which the company may arrange for you from time to time. You will be required to adhere to the schedule as specified for the training programs.

#### **VII. DATA PRIVACY**

Company may in connection with your employment, receive personal data relating to you or third parties associated with you such as your spouse or children. Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in the Company.

#### **VIII. RESPONSIBILITIES**

The Company reserves the right to assign responsibilities and allocate additional functions in your job description according to its need and requirements prevailing at the time. Any such re-designation will not negate any other portions of the terms and conditions of employment.

#### **IX. TERMS OF EMPLOYMENT**

- The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Company reserves right to assign you projects and technologies based on the requirements of the business/Clients from time to time. Further at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients.
- Company may at any time, in its sole discretion, require you to work beyond eight (8) hours a day upon notice to you.
- In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.
- You may be required to travel, whether in or around India or overseas, in connection with your employment with Company upon short notice to you. While travelling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the current travel and expense policy of Company. You are expected to keep your passport valid at all times.
- Notwithstanding the above, you acknowledge that it is Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

- Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.
- In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.
- The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

#### **X. CODE OF CONDUCT**

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

#### **XI. PROFESSIONAL ETHICS**

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

#### **XII. NO DUAL EMPLOYMENT**

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

#### **XIII. USAGE OF SOFTWARE/HARDWARE**

You are strictly prohibited from bringing any unauthorized / infringed copies of software in the office premises, from any external sources or copying software from one computer system to another which may include any violation of the provisions of the Copyrights Act. Non-compliance of this rule will be regarded as a serious offense and will be subject to disciplinary action. It is mandatory to abide by Company's Information Security policies.

#### **XIV. NOTICE PERIOD/TERMINATION**

This contract of employment may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof. Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

Company may terminate your employment immediately with or without notice on the occurrence of

your:

- (a) Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- (b) Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- (c) Involvement in any act of moral turpitude.
- (d) At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

#### **Consequences of Termination**

- Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:
  - (a) Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and
  - (b) All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.
  - (c) In case of termination in any of the above mentioned clauses [Note: point XIII (a), (b), (c)], termination from the services of the organization will be immediate without notice pay.
- Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgement of such settlement shall be recorded in writing.
- Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.
- Any termination of employment or these Terms of Employment by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

#### **XV. RETIREMENT**

Your retirement will be on the day of completion of fifty eight years of age. For this purpose, the date of birth will be considered as per the certificate of proof of age submitted by you at the time of joining the Company. If found medically unfit, you may be relieved earlier. The company also reserves the right to extend your services after retirement.

Please also note that the above rules and regulations are subject to change at the sole discretion of the Company, without any notice.

Please sign a copy of this letter and return the same to us indicating your acceptance of this appointment and the terms and conditions.

We welcome you aboard and look forward to a mutually rewarding association!

Best wishes,

**For Xoriant Solutions Pvt. Ltd.**

**Agreed and Accepted on:**

*RS Singh*

**Ranjana Singh**  
Director - HR

**Manoranjan Sahoo**

**Annexure A**

**Name - Manoranjan Sahoo**  
**Designation - Software Engineer**  
**Grade - G2**  
**DOJ - October 28, 2021**

SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	16,250	1,95,000
HOUSE RENT ALLOWANCE	8,125	97,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	19,594	2,35,125
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
<b>A</b>	<b>48,186</b>	<b>5,78,225</b>
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	2,000	24,000
<b>B</b>	<b>3,250</b>	<b>39,000</b>
<b>C</b>	<b>51,436</b>	<b>6,17,225</b>
PROVIDENT FUND	1,950	23,400
GRATUITY	781	9,375
<b>D</b>	<b>2,731</b>	<b>32,775</b>
<b>CTC = C + D</b>	<b>54,167</b>	<b>6,50,000</b>

**Note:**

\*Please note, taxes wherever applicable will be deducted at source.

\*No commitments from the company regarding the taxability or otherwise for any of the components of salary & perks, which can vary from time to time on prevailing Tax Laws & on the basis of which tax will be deducted.

\*As an employee of Xoriant, you will also be covered under Insurance, Family Floater Mediclaim Policy and Personal Accident Policy.

\*Provident Fund deduction will be applied as per existing PF Regulations.  
\*Gratuity payable only on completion of 5 years of continued service of employment with Xoriant.  
\*Club Mahindra membership is applicable to employees joining in Grade G7 and above.

**Sincerely**  
**For Xoriant Solutions Pvt. Ltd.**

*RS Singh*

**Ranjana Singh**  
**Director - HR**

**Agreed and Accepted on:**

**Manoranjan Sahoo**