



airisDATA India Pvt. Ltd.

29 March 2022

Dear Mareddy Deepti

Thank you for your interest with airisData India Pvt. Ltd., (*hereinafter referred to as airisDATA / Company*). We are pleased to inform you that you have been selected for the position of **Trainee Data Engineer**. Your Employment will commence on or about **15 July 2022** beyond which this offer stands cancelled unless otherwise either party communicates the said delay in advance.

We are here with enclosing our offer document, which contains detailed information on your pay structure, service rules and other details. Please note that the contract terms contained herein are subject to the company policy. Your contract is contingent upon your signature on this offer letter and the validation of your documents. Please ensure that you review and sign the copy of the employment agreement prior to joining our company.

We hope that the pay structure and the service rules offered by us are to your satisfaction.

We are sure you will accept our offer and we welcome you joining our organization **airisDATA India Pvt. Ltd.** which is an associate company of **airisDATA Inc., Princeton, USA**.

Best Regards

Jay Chiluveru

Director

airisDATA India Pvt. Ltd.

Employee Signature _____

India Office: Reg. Office: Plot# 18, H. No:1-62/2/18, Sri Ram Nagar Colony, Kavuri Hills.
Hyderabad – 500033, Telangana, India.

USA Office: airisDATA, 5 Independence Way, Princeton, NJ 08540, Phone: 609.281.5030

Remuneration

We are offering you, a sum of **Rs. 1,100,000 (Rupees eleven lakhs only)** as overall compensation.

You are also awarded a joining bonus of **Rs.100,000 (Rupees one lakh only)**

Please refer to Annexure – A

Terms & Conditions:

- Joining Bonus will be paid to you in two equal installments of Rs.50,000 (Rupees fifty thousand only). The first installment will be paid after completion of first (1) month and the second installment will be paid after completion of Six (6) months in the company.
- In case of any unforeseen situations such as absconding from the company including failure to report, neglecting duties, voluntary resignation or any misconduct within one year, you agree to pay 100% of the joining bonus on termination of the employment

Medical Insurance Premium:

We will reimburse you an amount up to Rs. 10,000 (Rupees ten thousand only) towards your Medical Insurance Premium subject to submission of receipts.

The salary offered to you comprises of Basic, House rent allowance, Conveyance allowance, Special allowance etc. *(please find the details enclosed in the Annexure- A)*

Confidentiality and Non-disclosure Agreement

Please refer to detailed document enclosed in Annexure – B

Representations and Warranties

In case any information furnished by you either in your application for contract or during the selection process is found to be incorrect/false, and/or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services anytime without notice or compensation in lieu of notice.

Employee Signature _____

Secrecy

During the period of employment, you will work honestly, faithfully, diligently and efficiently for the growth of Organization. You are expected to maintain utmost secrecy in regards to any information, instruments, documents etc. related to the company that may come to your professional knowledge as an employee of the company.

Conflict of interest

Your position in the organization calls of the whole-time employment you will not take up any other work for remuneration (Part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the company.

Safe custody of company material

You will be responsible for the safety keeping in good condition of all the company property entrusted to your care and charge. The company reserves the right to deduct the cost of such articles from your final settlement or take such actions as may be deemed proper, in the event of failure to account for such property, to our satisfaction.

Confidentiality of salary information

Your salary package is based on, beside your overall experience level in the IT Industry, your educational qualifications and experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to you is peculiar and personal to you. Any comparison of the same with the salary packages of other employees, based purely on the total experience into IT Industry, may be unrealistic, misleading and invidious.

Leave Policy

You shall be entitled to annual leave as follows:

You will have 12 days as earned leaves and 6 days as a medical leave.

For leave application, employees must submit Leave Application Form three days before the intended leaves Date. Leave must be approved by Reported managers. With signatory approval. Company does not observe partial day leave, no half days leave or permission.

Employee Signature _____

The company observes the list of public holidays ***(Please refer to Client holiday list in Annex-C)***

Termination notice

If you do not perform to the expectations of the management or for reasons as mentioned in the Termination clause (point no: 2) in Annexure B, the Company is entitled to terminate the contract of employment by giving 30 days' notice in writing.

Performance review

Your performance will be reviewed at the end of every one year of service put up by you.

Termination of service:

If you are found involved in any kind of anti-disciplinary activities which are detrimental to the company interest or found involved against the company interest in any manner, you will be suspended immediately without any prior notice and your services are terminable immediately.

Resigning from services

In case you want to resign from the services of the company, you are required to serve 2 months' notice.

Background Verification

Your offer is subject to the successful completion of Background Verification.

Employee Signature _____

Annexure- A

SALARY DISTRIBUTION

Description		Amount in INR
Component #1	Fixed Pay	1,000,000
Component #2	Joining Bonus	100,000
Total		1,100,000
Medical Insurance		10,000
Total		1,110,000

Salary Head -A	Per Month	Per Annum
Basic salary	40,767	489,200
House Rent allowance	16,307	195,680
Medical Insurance	833	10,000
Conveyance Allowance	1,600	19,200
Special Allowance	22,860	274,320
Joining Bonus	8,333	100,000
PF Employer Contribution	1,800	21,600
TOTAL-A	92,500	1,110,000
Deductions - B		
Professional Tax	200	2400
PF Contribution (Employee)	1800	21600
PF Contribution (Employer)	1800	21600
Income Tax*	7,642	91,707
TOTAL-C	11,442	137,307

Employee Signature_____

Director Operations

(Jayanth Chiluveru)

Undertaking

I hereby agree and accept all the terms and service rules stated hereunder and I abide by them.

(Mareddy Deepti)

Annexure- B

NON-DISCLOSURE & NON-COMPETE AGREEMENT

This Employment Non-Disclosure and Non-Competition ("Agreement") is made and entered into by **airisDATA India Pvt. Ltd** on behalf of itself, its affiliates and subsidiaries (collectively, the "Company"), located at Plot no:18, H.No:1-62/2/18, Kavuri Hills, Sri Ram Nagar Colony, Hyderabad - 500033, Telangana – India and **“Mareddy Deepti”** whose principle place of residence is located at _____.

Recitals

WHEREAS, the Company desires to employ the Employee, to assist in the successful operation of the Company's business; and WHEREAS, the Employee desires to be employed by the Company and will abide by all terms and conditions of this Agreement as a condition of such employment.

Agreement

Employment. Employee agrees to be employed by the Company in such capacity as designated by the Company until the employment is terminated as provided herein. Employee shall represent only the Company. Employee will observe all Company policies and procedures and act in accordance with directions from the Company (including Employee's direct supervisors and/or managers). Employee shall devote his entire working time and best efforts to the successful operation of Company's business and shall, at all times, act so as to reflect favorably upon the Company. Company agrees to compensate and provide benefits to Employee at such rates and methods as Company shall, in its own discretion, establish from time to time.

Employee's Warranties and Representations

Employee makes the following warranties and representations:

- 1) Employee has the right to enter into this Agreement.
- 2) Employee has fully disclosed to Company all information, which would influence Company's decision to enter into this Agreement with Employee.
- 3) Employee does not have any conflicts of interest in the performance of this Agreement. Employee is not subject to any claims, actions, proceedings, obligations or liabilities, which Employee has not fully disclosed, in writing, to Company and that Employee has conducted a diligent and complete inquiry and investigation as to such matters.

Employee Signature _____

5) Employee shall not divulge or furnish to Company or any other party information, which Employee does not have the right to divulge or furnish.

6) Employee shall not infringe any property or proprietary right of Company, Clients, Intermediary and End Users or any other third party.

7) Employee is not subject to any restrictions, including, any restrictive covenants which would prevent or limit Employee's ability to work for the Company or enter into this Agreement or fully perform this Agreement. Employee has provided Company with copies of any non-compete or other restrictive covenants that Employee has been subject to prior to the date of Employee signing this Agreement.

Non-Compete and Non-Solicitation Provision

During the course of your employment, you agree not to work for or provide any services to any competitor of the Company. Neither shall you engage in any competitive activity with respect to the Company. Competitive activity includes, but is not limited to, forming or making plans to form a business entity to directly compete with any business of the Company. This provision does not prevent You from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with the Company so long as such competitor was in existence prior to the termination of your relationship with the Company and You were in no way involved with the organization or formation of such competitor.

You also agree that during your employment with airisDATA India Pvt Ltd and for a period of one year thereafter, you will not, directly or indirectly: (1) perform any services in any capacity for the Clients for whom you rendered services while employed by airisDATA India Pvt Ltd , except through airisDATA India Pvt Ltd. (2) hire any airisDATA India Pvt Ltd personnel/consultants or influence, canvass or solicit any airisDATA India Pvt Ltd. personnel/consultants to terminate their relationship with airisDATA India Pvt Ltd or (3) canvass or solicit to provide services to the Clients with whom you have dealt during your employment with airisDATA India Pvt Ltd.

LEGAL RELATIONSHIP

Employee has no authority to transact any business or to sign any documents in the name of or on account of Company or any other party or otherwise obligate or commit the Company or any other party.

Employee Signature _____

No Employee conflicting conduct

From the Effective Date of this Agreement until it is terminated, Employee will not, directly or indirectly, through any person or entity:

- 1) engage in any work or undertaking, which shall create any impediment as to Employee's performance under this Agreement,
- 2) engage in any activity, which may diminish Employee's obligations or liability to Company under this Agreement,
- 3) impair any right, title or interest of the Company,
- 4) engage in any activity or take any action which may direct any business opportunities away from Company,
- 5) engage in any activity or take any action which may conflict with Company's objectives,
- 6) enter into any business relationship (directly or indirectly) with: (i) Clients, (ii) Intermediaries, (iii) End Users, (iv) any party being serviced by or receiving service from the Company or the parties referenced in (i) to (iii), (v) Company's suppliers (direct or indirect), or (vi) Company's other consultants (employees or otherwise), and/or
- 7) cause or influence any of the persons or parties referenced in this article to diminish such party's or persons dealings with the Company.

INTELLECTUAL PROPERTY RIGHTS

Employee agrees and hereby assigns and grants to Company and/or Company's designee the entire right, title and interest of Employee, in and to, any work Employee produces, delivers or which results from this Agreement, whether or not copyrightable or patentable. Employee does hereby expressly agree to irrevocably assign, convey, grant and otherwise transfer to Company or Client and its respective successors, licensees, and assigns the entire right, title and interest of Employee in and to all ideas, concepts, know-how, inventions, improvements, discoveries or other intellectual property rights (whether or not copyrightable or patentable), in the U.S. or worldwide, conceived or first actually reduced to practice in the course of performance of this Agreement or previously conceived and incorporated by Employee in the work or which are necessary to utilize the work covered by this Agreement. Employee will join and render assistance in any proceedings, and execute any papers necessary to file and prosecute applications for, and to acquire, maintain and enforce patent, trademarks and/or copyrights, both domestic and foreign, with respect to such improvements, discoveries, inventions, designs, documents, licenses and patents or other data as required for vesting and maintaining title to the same in the Company.

Employee Signature _____

CONFIDENTIALITY

1. Employee expressly covenants and agrees that Employee will not at any time, while this Agreement is effective and thereafter, (i) reveal or disclose to any other firm, person, or entity, nor permit to be revealed or disclosed, any information concerning the Company or its Clients, End Users or Intermediaries business and finances, or (ii) use any such information except as authorized in advance and in writing by the party having rights over such.
2. Without in any way limiting the generality of the above, Employee specifically acknowledges and agrees that information and data regarding: computer programs/routines, computer systems, the identity of Company's Clients, Intermediaries or End Users and their representatives, the nature of services provided by Employee, the prices charged, the identities of Company's actual and prospective employees, suppliers and subcontractors, sales and recruiting files, reports, resumes, telephone directories, manuals, procedures, visual aids, customer lists, supplier lists, correspondence and any other property relating to the business of the Company, or its Clients, Intermediaries, End-Users, known to Employee or as to which Employee has access (herein referred to as "Confidential Information") are essential to Company's operations, and accordingly are to be treated as confidential and proprietary, and that such Confidential Information may also, constitute trade secrets.
3. Employee expressly covenants and agrees that Employee will not at any time, while this agreement is effective and thereafter, (i) reveal or disclose to any other firm, person, or entity, nor permit to be revealed or disclosed, any Confidential Information or (ii) use any such Confidential Information, except as authorized in advance and in writing by the party having rights over such.

TERMINATION

1. Termination of the Agreement by the Company for Cause. This Agreement is subject to termination by Company immediately upon written notice to the Employee:
 - (i) if Employee fails in any manner to observe the policies required by this Agreement to be observed by the Employee;
 - (ii) if Employee breaches any provisions of this Agreement;
 - (iii) Employee is charged with or convicted of a criminal offense or a civil offense relating to employment;
 - (iv) if an act or omission of the Employee that constitutes moral turpitude or fraud;
 - (v) in the event of gross negligence or willful misconduct by the Employee;
 - (vi) in the event that Employee is not a U.S. citizen if Employee's visa, work permit and/or residency applications are not obtained or if obtained, have expired or revoked; and/or
 - (vii) if an assignment that Employee is on terminates.
2. **Termination of the Agreement by Company for Convenience.** This Agreement is subject to termination for convenience by Company upon giving Employee 30 days prior written notice of such termination.

Employee Signature _____

3. **Termination by the Employee for Good Reason.** Employee has the right to terminate Employee's employment for Good Reason if the Employee has given the Company written notice of such, and stated that it will be grounds for termination, and the Company does not cure such within thirty (30) days following receipt of such written notice. For all purposes under this Agreement, "Good Reason" shall be limited to the failure of the Company to pay Employee compensation properly due to Employee or the Company requiring the Employee to engage in any illegal activity, the conviction for which would result in a crime.
4. **Termination Due To Death or Medically Certified Permanent Disability.** This Agreement shall automatically terminate in the event of the death of Employee or the medically certified permanent disability of Employee which for purposes of this Agreement shall be the inability of the Employee to perform his/her assignment in the usual and customary manner for fifteen (15) consecutive days or fifteen (15) days in any consecutive thirty (30) day period.
5. **Termination of the Agreement by Employee for Convenience.** This Agreement is subject to termination for convenience by Employee upon giving the Company prior written notice which is the longer of: (i) the notice required based on the assignment Employee is on or (ii) 2 months (*as per the resignation clause of the company*). Employee understands and agrees that due to the nature of Company's business and the assignment that Employee may be on, the Employee is required to make best efforts to ensure that the relevant assignment is completed before termination or if not completed, the completion is not jeopardized due to the termination by Employee.

WAIVERS

The failure of either party to assert any claim or right, against the other party, regarding obligations hereunder, in anyone or more instances, shall not constitute a waiver of such claim or right, with respect to future performance of such obligations under this Agreement.

SEVERABILITY

If any provision of this Agreement is or becomes invalid, void or unenforceable, unless such provisions materially affect the entire intent and purpose of this Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement or the other provisions hereof and a valid and enforceable construction shall be given to the invalid and unenforceable provision, as to best reflect the commercial intent of the parties expressed in this agreement.

SURVIVAL

The rights and obligations of the parties created while this Agreement is in effect, in particular but not limited to confidentiality, intellectual property rights, non-interference, non-competition rights and injunctive relief, will survive the termination of this Agreement.

Employee Signature _____

NON-DISCLOSURE OF AGREEMENT

- 1) This Agreement and all reproductions hereof and the content hereof, is confidential to Company.
- 2) Employee shall not disclose this Agreement or the contents hereof to any third party except as consented to in advance and in writing by the Company or as required by law.
- 3) Employee expressly agrees to keep confidential and not to disclose to any person whatsoever, the compensation offered by Company, except as may be required by law or as consented to in advance and in writing by the Company.

ENTIRE AGREEMENT

This Agreement along with any Attachments or Riders and the documents referenced herein sets forth the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. This Agreement may not be modified or the parties released from their obligations hereunder, except by an instrument subsequent in time and in writing, signed by the authorized representatives of each party. The express terms and conditions of this Agreement shall control in the event of any conflict between the express terms and conditions of this Agreement and any course of performance, course of dealing or usage of trade.

This Agreement is governed by the existing laws in force of the State of Telangana and applicable laws of Government of India and the parties agree to the non-exclusive jurisdiction of the court of Hyderabad Only in relation to this Agreement.

Employee acknowledges the Employee has carefully read this Agreement and the provisions of the Agreement are acceptable to Employee and Employee understands Employee's obligations and liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this EMPLOYMENT AGREEMENT to be duly executed in duplicate.

AGREED

AGREED

airisDATA India Pvt. Ltd.

Mareddy Deepti

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Annexure- C

Holiday List

The Company observes the following holidays (Client specific):

Location	Holiday / Event / Occasion	Date
Pune	Republic Day	26-Jan-22
Pune	Mahashivratri	1-Mar-22
Pune	Holi	18-Mar-22
Pune	Ambedkar Jayanti	14-Apr-22
Pune	Good Friday	15-Apr-22
Pune	Maharashtra Day	1-May-22
Pune	Id-UI-Fitr (Ramzan Id)	3-May-22
Pune	Moharam	9-Aug-22
Pune	Independence Day	15-Aug-22
Pune	Ganesh Chathurthi	31-Aug-22
Pune	Mahatma Gandhi Jayanti	2-Oct-22
Pune	Dussehra	5-Oct-22
Pune	Diwali - Laxmi Pujan	24-Oct-22
Pune	Diwali - (Balipratipada)	26-Oct-22
Pune	Guru Nanak Jayanti	8-Nov-22

Employee Signature _____