



Surendar  
30 August 2024

Dear Surendar,

We are pleased to extend to you a position with **Tiger Analytics India Consulting Private Limited** ("the **Company**") as **Senior Engineer** within our Application Engineering team. Your employment is subject to satisfactory completion of background and reference checks, the absence of any bars or restrictions on your employment with the Company and your acceptance of these terms and conditions.

**1. Date of Commencement**

Your commencement date will be 04 October 2024.

**2. Place of Work**

Your normal place of work is Chennai. You may be required to work at any other location that the Company requires you to.

**3. Working days and Hours of Work**

The standard workweek is between Monday and Friday, working eight hours each day. Your actual work schedule is subject to change as per project goals.

**4. Duties**

During the course of your employment, you shall diligently perform all duties as assigned to or vested in you to the best of your ability with the utmost integrity and such additional duties as the Company may call upon you to perform, from time to time. Your work will be subject to the rules and regulations of the Company as promulgated and modified from time to time in relation to conduct, discipline and other conditions of services. You shall not, while in the employment of the Company, be engaged in any other employment, conduct business whatsoever or hold any office of profit or accept any other emoluments without the previous consent in writing of the Company.

**5. Timesheets**

You are required to accurately complete and submit a weekly timesheet for the preceding week every Friday.

**6. Travel**

Whenever you are required to undertake travel for Company's work, you will be reimbursed for travel expenses as per Company policies.

**7. Compensation**

Annexure A has the breakdown of your total compensation and will be subject to applicable laws. Your compensation will be reviewed periodically, considering your performance, and in accordance with the Company guidelines.

#### 8. Health Insurance

The Company provides health insurance to the employee, their spouse and up to three children. Additional insurance can be purchased for dependent parents and parents-in-law.

#### 9. Leave Entitlements

You are entitled to 21 days of leave per year, as per the company policy. In addition to this, the Company is offering national and festival holidays in accordance with state regulations. Maternity/paternity leave and adoption leave is provided by the Company in accordance with applicable laws and its policy to foster a strong bond between employees and employers.

#### 10. Retirement Age

You shall retire from the services of the Company on completion of Sixty (60) years of age.

#### 11. Safety

The Company is committed to providing a safe working environment for all employees and therefore you are required to abide by all safety rules and operating procedures.

#### 12. Conduct

Behavior promoting a healthy business environment is expected. You are also encouraged to dress appropriately for a business setting. Deviations, (as perceived by the company) might lead to disciplinary action including termination of employment.

#### 13. Abandonment

You shall be punctual and regular in your attendance. If you remain absent for more than 5 consecutive days without the knowledge of your reporting manager, you shall be deemed to have voluntarily abandoned the services of the Company and lose your right to the job.

#### 14. Transfer

You will be liable to be transferred to any other location, subsidiary of the Company in India or abroad. In such a case, you will be governed by the terms and conditions of service as applicable to that territory.

#### 15. Confidentiality

During your employment with the Company, you will make use of Confidential Information in carrying out your duties. Without limitation, "**Confidential Information**" includes:

1. Information relating to the goods and services and proprietary techniques provided by the Company and Clients of the Company
2. All information concerning the business, its methods of operation, marketing, and other activities
3. All databases/data sources, lists compiled by the Company, Client proposals, reports, software, algorithms, and computer programs
4. Competitive and financial information concerning the business which is not in the public domain
5. Information concerning the business of the Company's Clients,
6. Any personal data related to the business of the Company or its employees.

You must not, whether during employment or after the termination of your employment with the Company, without written authority, divulge 'Confidential Information' to anyone other than an employee authorized to receive the information or use such information for your own personal gain.

You will be required to sign additional confidentiality agreements in line with your role in the Company.

By accepting the present terms of this letter of appointment, you are acknowledging that the Company is the proprietor of the Confidential Information as detailed above.

By accepting the present terms of this letter of appointment, you are further acknowledging that the "Confidential information" as aforesaid, is being exposed to you in trust and that the same would only be used by you for and in the interest of the Company, particularly in order to further the purposes of your employment with the Company. The aforesaid "Confidential Information" will not be used or disclosed by you during your employment with the Company, for the benefit of any other entity or person without the prior written consent of the Company.

#### **16. Inventions and Copyright**

You assign to the Company your entire right, title, and interest in and to any copyright and any industrial or intellectual property rights in any and all works, designs, computer programs, inventions, processes, concepts, strategies, plans, and lists (Confidential Property) that (either solely or jointly with others) you have developed or may develop during and/or as a result of your employment with the Company.

You also agree promptly to disclose to the Company or its attorneys any and all such Confidential Property developed by you and agree to execute upon demand, at the expense of the Company, all documents which may be desirable to secure to the Company the best copyright, patent, or other protection in India and elsewhere and/or rights relating to such Confidential Property.

You undertake that you will not, either during or after the termination of your employment with the Company, infringe, cause to infringe, or abet the infringement of copyrights and inventions.

#### **17. Notice Period and Termination of Employment**

Either party shall have the right to terminate the services by giving sixty (60) days' written notice to the other, as detailed below:

- a. You shall be entitled to terminate your employment at any time by issuing a notice to the Company. You agree and acknowledge that any salary or benefit due to you in respect of the aforesaid notice period may be forfeited by the Company in case you fail to serve the notice period. Further, the Company has the right, at its sole discretion, to waive, in full or in part, your obligations to serve the notice period, and you will not be entitled to receive any salary or benefits in respect of the period waived.
- b. The Company shall be entitled to terminate your employment with or without cause at its discretion by issuing a notice. Further, the Company can choose to pay your salary in lieu of such notice.
- c. Notwithstanding any provision to the contrary herein contained, the Company may at any time terminate your employment and dismiss you summarily without notice or payment in lieu of notice in the event you:
  - i. Willfully disobey a lawful and reasonable order of the Company
  - ii. Act (as perceived by the company) in serious, willful, or persistent breach of your responsibilities herein set out

- iii. Are guilty of fraud, dishonesty, or any criminal act as the Company has a zero-tolerance attitude towards fraud
- iv. Are habitually late, unavailable, or absent from the office/work without the permission of the Company
- v. Have acted in such manner as shall, in the reasonable opinion of the Company be prejudicial to the interests of the Company
- vi. Are engaged in other employment or are involved in any trade, business or occupation which has not been disclosed to and approved by the Company
- vii. Become of unsound mind or become a person subject to any order of supervision under any applicable law relating to mental health
- viii. Will act in such manner as to entitle the Company to terminate this Agreement without notice at common law.

The last working day of the employee shall be considered a working day. If the last working day falls on a holiday, then the last working day shall be mutually agreed between both parties.

The provisions of this contract of employment relating to Confidential Information and Confidential Property shall remain in full force and effect notwithstanding termination of this contract of employment.

## **18. Following Termination of Employment**

### **1. Confidentiality**

You agree that upon termination of your employment with the Company, you shall return to the Company:

- a. All documents and any other materials (digital /electronic /physical form) constituting or containing Confidential Property or Confidential information including, without limitation, customers or contacts, correspondence, and other written material relating to Confidential Information or Confidential Property and that you will not retain any such documents or material or copies of such documents or material.
- b. The Company's mobile phone or other electronic telecommunications devices that the Company has issued to you. The telephone number of the Company owned telecommunications devices will remain the property of the Company
- c. And other property of the Company including, without limitation, security access cards, credit cards, computers, and computer software (which must be deleted immediately from any storage device owned by you).

The Company shall not be obliged to pay to you any amount due to you on termination of your employment until it is satisfied that you have complied with this Clause 14.1

### **2. Non-Compete**

You agree that during your association with the Company, you will not engage in any business activity that is competitive with the Company or work for any company that competes with the Company. For a period of six months immediately following the termination of your employment, you will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity that competes with the Company.

**Non-solicitation of customers after termination or resignation:**

For a period of six months following the termination of your employment, you shall not, directly or indirectly, disclose to any person, firm, or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company with whom you became associated during the term of your employment, as the direct or indirect result of your employment with the Company.

**Non-solicitation of employees:**

During the term of your employment and for a period of six months immediately thereafter, you agree not to solicit any employee, consultant, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee, consultant, or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

**19. Invalidity**

If any terms of provisions in this agreement shall be held illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

**20. Variation**

The terms of this contract of employment may be varied by the Company from time to time.

**21. Adherence to the Company Policies**

When you join the Company, it will also be a condition of employment that you review and adhere to the company policies. Also, you agree to adhere to the Company's contracts (e.g., BOT) with the clients.

**22. Governing Laws and Jurisdiction**

This contract will be governed by the law in force in Chennai, India.

**23. Security and Privacy Policies and Guidelines**

By accepting this letter of appointment, you agree to abide by and be bound by all policies, documents, guidelines, and processes, including IP, security, privacy, and confidentiality, of the Company. Non-compliance with these policies shall invoke a disciplinary process.

**24. Personal Information and Consent**

By accepting this letter of appointment, you are giving your implicit consent to the Company to collect and use your personal information for business purposes. Your personal information may be shared with the Clients and prospective Clients of the Company as a part of the selection or onboarding process to work on projects. The Company will also share your personal information with a third party for providing services like background verification, payroll processing, insurance, etc., as required. The Company will store and use your employment, financial, and personal information during the period of employment and for the retention period after your separation, as per the data retention policy to comply with statutory requirements.

You will be bound by rules and regulations enforced by the management from time to time in relation to conduct, leaves, confidential information, or any matter relating to service conditions, which will be deemed as rules, regulations and orders in the part of these terms of employment. The Management reserves the right to modify, alter, or delete the existing service rules or to introduce fresh service rules that will be binding upon you.

During your employment with the Company, you are expected to maintain strict confidentiality regarding your compensation and any other company-related information. This includes refraining from disclosing such information to other employees, except as authorized by the Company. You should also treat all documents and matters related to the Company with the utmost discretion, refraining from divulging them to any person, except when necessary for your job or with authorization from the management.

## 25. Acceptance

We are pleased to welcome you to the Company if the preceding terms and conditions of your employment with the Company are acceptable to you. To signify your acceptance of this appointment and the terms of employment outlined in this letter, kindly e-accept this letter of appointment in our digital system within 2 days of receipt of this letter. In case you fail to join the company on the commencement date referred to above, we understand that you have denied this letter of appointment.

Regards

*G. Pradeep Kumar*

Pradeep Gulipalli  
General Manager

**Tiger Analytics India Consulting Private Limited**

## Acknowledgement

I acknowledge and understand the terms and conditions contained in this agreement, was given a copy of the intended agreement, and was given a reasonable opportunity to seek independent advice before I entered into it. I was not induced to enter into this agreement by any oppressive means, undue influence, or duress by the Company.

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**Annexure A**

Name : Surendar  
Designation : Senior Engineer – Application Engineering  
Date of Joining : 04 October 2024  
Date of Offer : 30 August 2024

Compensation Breakup	Annual (INR)
Basic	4,36,364
Flexi Benefits	1,23,000
HRA	2,18,182
Special Allowance	2,60,999
Performance Incentive	1,09,091
Employer PF Contribution	52,364
<b>Total Cash Compensation</b>	<b>12,00,000</b>

**Other benefits**

Group Accident Insurance Coverage	25,00,000
Group Medical Insurance Coverage	8,00,000



## **Annexure A : Notes**

Compensation Breakup	The compensation breakup might be revised in the future based on the company's discretion
Flexi Benefits	This can be allocated to non-taxable components (such as telephone/Wifi, meal vouchers, and LTA). Alternatively, you can get this amount as taxable compensation.
Performance Incentive:	Instead of a variable performance-based annual bonus, the company credits the full amount as fixed compensation, expecting high performance.
Employee's contribution to PF	12% of Basic will be deducted toward PF
Group Medical Insurance:	The company pays the premium for the family floater, covering self, spouse, and three children. Additional insurance can be purchased for dependent parents and parents-in-law at the time of joining.