

## **EMPLOYMENT AGREEMENT**

### **COMPENSATION STRUCTURE:**

Your individual compensation is strictly between yourself and the Company. You will be under training for a 15 Days provision period. It has been determined based on various factors such as your job, skills, specific background and professional merit. This information and any changes therein should be treated as personal and confidential.

Your total CTC will be 2.4 Lacs p.a. and its compensation will be as follows:

CTC Composition	Monthly Pay(INR)	Annual Pay(INR)
Basic Salary	11000	132000
House Rent Allowance	2000	24000
Food Allowance	2000	24000
Gross Take Home Salary	15000	180,000
<b>Total CTC</b>	<b>INR 15000</b>	<b>INR 180000</b>

Income Tax, Professional Tax and other applicable taxes shall be deducted from the salary monthly as per Government Policy.

\*Annual Bonus will be completely depending upon the overall performance of the Employee and bases up on that his Yearly Bonus will be decided. If in case the employee fails to perform exceptionally, the remaining bonus amount will be added in next year's bonus cycle.

The salary will be processed on 10<sup>th</sup> of every month, however if 10<sup>th</sup> falls on a holiday, Salary will be paid on the next working day. The monthly Pay Slip will be made available electronically.

Salary will be disbursed on receipt of your PAN card number.

### **BACKGROUND CHECK:**

The Company reserves the rights to verify the information furnished by you in your application for employment and through other documents. If it found that you have misrepresented any information in your application for employment or have furnished any

false information or have concealed/suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

**NO SHOW:**

Failure to report at the office premises on the date of joining shall be deemed as “NO SHOW”.

In such an event, the offer stands cancelled and you shall be liable to pay one month's salary as the penalty to the Company for the loss suffered by the Company.

**JOB ROLES AND RESPONSIBILITIES:**

A backend developer works alongside front end developers, full stack developers, programmers or UX specialists to create comprehensive digital solutions for business needs. They make sure the website is scalable and that it can still function when hit by large loads—be that traffic or demanding scripts. They are also tasked with maintaining and testing existing back end elements to ensure they're as fast and efficient as possible. Data storage also comes under their remit, which requires them to have a good knowledge of data security and compliance.

Typical duties include:

- Building and maintaining web applications
- Assessing the efficiency and speed of current applications
- Writing high-quality code
- Managing hosting environments
- QA testing
- Troubleshooting and debugging
- Keeping on top of new technologies

**REVIEW PERIOD:**

Your performance will be reviewed to consider salary revision after 6 months from the date of joining.

**ASSIGNMENT:**

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.

### **LEAVE & HOLIDAYS:**

You would be entitled to one leave for each full month of your service. Leaves cannot be uncashed. A maximum of 16 leaves can be accumulated at any given point of time.

As each region, may have a different set of holidays, your holiday schedule will be governed by your office locations.

### **DOCUMENTATION:**

Upon being so required by the Company, you shall make, sign and execute all deeds, documents, and declarations as may be deemed necessary by the Company and/or its clients

(including privacy and confidentiality agreements).

### **INDEMNITY:**

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts you including breach of any term of this agreement.

### **UN-AUTHORIZED ABSENCE:**

Any absence for 3 consecutive business days without prior permission will be treated as an unauthorized absence from the work. In such a case, the Company is entitled to terminate your service and/or seek compensation for any loss suffered by the Company or its client due to such an absence.

### **CONFIDENTIALITY & NON- DISCLOSURE:**

You hereby acknowledge that by the reason of your service with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information source ("Confidential Material") and such confidential material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to complete successfully in business and was acquired or created by the Company and or its clients at substantial expense. In consideration of your service and the above disclosures, you agree that:

You will disclose to the Company all information, invention, discoveries, products, systems, programs, documentation including improvements or modification ("Proprietary Material") relating to the Company and its clients which you acquired or develop during the term of your service with the Company and that such proprietary material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work

hours, at the Company facilities, or with the Company property or personal. You will not disclose any such proprietary material to any un-authorized person during or after completion of the services to the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with the supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into this agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients whom you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether its acquisition or development occurred during work hours.

#### **JURISDICTION:**

You agree that you will serve the Company for a minimum period of 12 months, failing which you must pay back the total salary collected from the Company till then for the same financial year.

In case of any dispute arising out of the Agreement, it shall be subjected to jurisdiction of appropriate Court of Greater Dindigul, Tamilnadu, India.

#### **TERMINATION BY THE COMPANY:**

The Company may terminate your service with or without cause under the following condition:

**With Cause:** The Company may, immediately and without notice, terminate your services with

"Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of the crime involving moral turpitude, theft, fraud or deceit; (2) conduct that ha the adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer. (7) Providing any false information to the Company.

**Without Cause:** If the employment is terminated without Cause, the EMPLOYEE will be provided with a 15days written notice prior to such termination or paid severance pay

in lieu thereof equivalent to the consolidated compensation package for a period of 15days, calculated based on the last basic salary.

**TERMINATION BY EMPLOYEE:**

If you wish to leave the services of the Company, a clear written notice of 45 days must be given to the Company. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice.

However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

**MORAL CONDUCT:**

You shall not resort to or in any way abet any form of strike or coercion or physical duress about any matter pertaining to your service of any other employee.

**ALTERNATIVE EMPLOYMENT:**

You will be a whole-time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

**COMPANY PROPERTIES IN YOUR POSSESSION:**

You are expected to take proper care of company properties entrusted to you by the company. In the event of your resignation/termination you are obliged to return all the company's property like access/ID Card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

**CHANGE OF ADDRESS:**

Any change of residential address should be intimated to the department head in writing within 3days from the date of such change. Your address indicated shall be the correct address for sending all communications to you unless otherwise intimated in writing by you.

Communications addressed to you at the above address shall deem to have been duly served.

**CODE OF CONDUCT:**

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its client's values and commitments.

Any or all the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event, any terms/conditions are changed, the same shall be informed to you in writing.

**PLACEMENT & TRANSFER:**

You acknowledge and agree that you may be assigned, or liable to be transferred or depute from one place to another and/ or from one department/ unit to another or any other subsidiary/ Associate Establishment/ or their contractors and clients either existing or to be set up in the future anywhere in India or abroad purely at the discretion management depending upon the needs and requirements of the company. On such assignment, transfer, or deputation you will be governed by the rules and regulation and other working/ service conditions as applicable at the place of posting including to consent to add/or agree to certain other agreements.

**DECLARATION:**

This is to confirm that the documents and information provided by me to the Company for my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this Agreement are fair, just and reasonable and I shall strictly adhere to the terms specified.

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Signature

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Date: 13.02. 2023

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