

Ref. No. ITPL/HR/AL 22-23/IB 1173

Date: 12 May 2022

Dear Jayashree Ragavan,

This is reference to our offer letter dated 10th May, 2022. We are pleased to offer you an employment at **iBridge Techsoft Private Limited** with the following terms and conditions:

1. **Designation:** You will be designated as **Sr. Test Engineer**.
2. **Date of Joining:** **11 May, 2022**.
3. **Compensation:** Your annual cost to company (CTC) is **Rs.10,00,000/-** (Ten Lakhs Rupees only). Compensation offered to you is strictly confidential and should not be discussed with anyone.

The details of salary are provided in the annexure to this letter. All components of your salary are subject to change as per Company policy.

4. **Reporting for Work:** You will report to the designated Managers for all functional and administrative purposes.
5. **Place of Work:** You will initially report to work at Chennai. However, you are required to travel/relocate to any place in India or abroad or to any associate or client premises or a subsidiary, whether existing or acquired later, at the sole discretion of the management as per the demands of the Company or its clients. You shall however have no right to demand such travel or transfer, for any reason whatsoever. If you are deputed to any Associate/ Subsidiary/ Group company outside India or at any client location by the Company, it shall be treated as you having bound to serve the company for the deputation period, and for the stipulated period thereafter, if any, and the same shall be treated as the contract period vis-à-vis this contract of service.
6. **Attendance, Leave and Holidays:** Your normal working hour will be governed by client's requirement. However, in view of work commitment and delivery schedule, your reporting officer may advise you to work during non-business hours or stretch your working hours at their sole discretion based on business needs.

As per the Leave Policy 12 days of leave in a calendar year, calculated on prorata basis from the time your complete one month (30 days from you DOJ). Leave eligibility will commence post completion of first month. Prior permission is required from your reporting authority to avail leaves. Apart from your leaves, need to follow the Holiday calendar of the respective Client which you will get at the time of joining. Please be informed that year ending disconnect holidays are Mandatory Non-Paid off.

7. **GMC (Insurance)** – A Benefit which Covers Employee, Spouse and 2 Children with 2 Lakhs (Floater) Sum Insured for the Family. The deduction is an approximate amount which will be actually based on the members in family and will be deducted accordingly. Also, glad to inform you that iBridge provides GPA (Personal Accident Policy) to Employee which is facilitated by iBridge as a financial protection to your family.

iBridge Techsoft Pvt. Ltd.

#402, Silicon Towers, Image Garden Road, Hitec City, Madhapur, Hyderabad - 500081

Email: hr@ibridgetechsoft.com, Website: www.ibridgetechsoft.com

8. Full time employment & conflict of Interest: During your employment with the company, you shall devote your time and attention to the company's business entrusted to you and you shall not engage yourself with any "for profit" Organization directly or indirectly in any business or service, without prior written permission of the company.

9. Confidentiality Agreement: You are required to sign a separate confidentiality and NDA along with this appointment letter.

10. Non-solicitation and Non-compete:

Staff: You agree that during your employment and for a period of 2 years after your employment with the company ends, whatever the reason of such termination, you will not, directly or indirectly, aid, solicit or induce any employee, contractors, directors or officers of the company to leave the company for employment or other relationship with any entity that is involved in any aspect of the business of the company.

Customer / Prospects: You agree that during your employment and for a period of 2 years after your employment with the company ends, whatever the reason of such termination, you will not, directly or indirectly:

- Solicit any customer, clients, prospect, partner, and vendor of the company.
- Join any customer, clients, prospect, partner, or vendor as an employee, consultant, advisor, or contractor.
- Induce any customer, clients, prospect, partner, and vendor to stop working with the company.
- Compete with Company for any business with Company's customer, clients, partner, and Vendor.

11. Protection of Intellectual Property Rights: All works such as development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc. carried out for the company with your involvement shall be the property of the company. Copyrights or intellectual property rights of any other kind, for all such works including those that are generated and created during the course of doing such work, shall remain with the company and you will not have any claims on the same.

a. **Ownership:** The Laptop, accessories, software and operating system issued to you shall remain the property of iBridge and are provided on a loan basis. These items can and may be recalled at any time.

b. **Responsibilities:** The employee shall adhere to the following:

- Additional software should not be installed nor hardware modifications made without authorization from the iBridge.
- The Laptop should be used for official purpose only.
- Protect damaging of computers, computer systems or computer networks.
- Shall not violate Copyright laws.
- Shall not use other people's login details or trespass in other's folders, work or files.
- Shall not allow any other person to use the laptop other than iBridge authorized person.

iBridge Techsoft Pvt. Ltd.

#402, Silicon Towers, Image Garden Road, Hitec City, Madhapur, Hyderabad - 500081

Email: hr@ibridgetechsoft.com, Website: www.ibridgetechsoft.com

- Shall not disclose, copy, or share data except unless you have written communication from your supervisor.
 - If there is any loss/damage to the laptop, your immediate supervisor must be immediately informed.
 - The employee shall be responsible for the cost of repair/replacement of the laptop, in the event of a breach of any condition of this Agreement.
 - The employee shall ensure the protection of the business, goodwill, confidential information, its trade secret and/or other proprietary information of the iBridge and its clients.
 - The Employee shall return to the Company by close of business no later than her/his separation date any and all Company property in her/his possession, including but not limited to Company cell phone, PDA, keys, building passes, credit cards, documents, files, and software, and all written information pertaining to iBridge's business. The Employee represents and warrants that of any nature, she/he will not retain any property of iBridge and its clients.
- c. **Monitoring:** iBridge reserves the right to monitor all usage carried out by employee to ensure proper working and, appropriate use by employees, the security of data, and to retrieve the contents of any employee communication in these systems. Management may access user files, including archived material of present and former employees without the user's consent for any purpose related to maintaining the integrity of the network, or the rights of iBridge and its clients or other users or for any other reasonable purpose.
- d. **Archiving and Backup of Data:** Employees are responsible for keeping up-to-date back-up copies of their documents and data contained on the Laptop.
- e. **Non-Disparagement:** The Employee agrees not to engage in any form of conduct, nor make any statements or representations, that disparage or otherwise impair the reputation, goodwill or interests of the Company, its agents, officers, directors or employees.
- 12. Professional Ethics:** You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the company's code of conduct and position of responsibility occupied by you. You are expected to deal with company's money, material, documents and any other property with utmost honesty and professional ethics.
- 13. Retirement / Termination Clause:** Either party may terminate this agreement by giving 45 days notice, in writing without assigning any reason. The company reserves the right to pay or recover from you the amount of 45 days salary in lieu of the notice period. However, if you initiate the resignation, the client's decision about your release date from the project will be treated as your last working day. The company may at its sole discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period.

In case if your project assignment or contract with the Client is completed, Company will market your profile for other project assignments. You acknowledge that the Company is relieved from running any payroll, salary or compensation for the duration your services are not billable with the Client. At the time of leaving, you will ensure that all your on-going activities including all projects are successfully completed, to the satisfaction of your manager.

You must also ensure that you have handed over all company property issued to you (if any) including your identity card, Access card etc. is handed over to the Manager (Administration). Your final dues settlement with the company will be subject to a 'No-Dues' certificate and a 'satisfactory- completion-and-handing-over-project' certificate from your Manager.

You will automatically retire in the normal course, from the services of the company on attaining the age of superannuation, on the day following your 60th birthday.

- 14. Abandonment:** Absence from work for a continuous period of five days, including absence upon leave though applied, but not granted or overstay for a period of five days after expiry of sanctioned leave, without written permission, shall make you lose your job and your services shall automatically cease without any notice or intimation.

In the event of breach of any of the terms and conditions of this appointment letter, the company shall be entitled to initiate appropriate legal action against you at your cost and risk and you shall be liable to pay liquidated damages to be quantified by the company at the relevant point of time having regard to the exigencies of work of the company.

- 15. Company Policies:** You agree and accept that as part of your job responsibilities, you will follow the guidelines, standards, rules, policies and practices of the company prevailing from time to time. You agree that the Company may change any of the company's guidelines, standards, rules, policies and practices from time to time, and that such change will apply to your job responsibilities and be binding on you after the effective date of the change. Such changes may affect or result in a modification of the terms and conditions governing your employment, which are set out in this, or elsewhere, and you shall be bound by such changes as long as they are permitted by law.

For the avoidance of doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Appointment Letter shall be read subject to such legal obligations, and where there is any inconsistency between the terms and such legal obligations, the terms of this Appointment Letter shall be deemed to be modified to the extent of such inconsistency.

You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being employed by or working for the company and you agree to indemnify the company against any loss or damage that the company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations under this Appointment Letter.

Kindly note that any action on your part contrary to any of the above mentioned clauses shall render you liable to termination with immediate effect without notice or payment of amount in lieu of notice period.

iBridge Techsoft Pvt. Ltd.

#402, Silicon Towers, Image Garden Road, Hitec City, Madhapur, Hyderabad - 500081

Email: hr@ibridgetechsoft.com, Website: www.ibridgetechsoft.com

However, if at the time of conducting violation/ breach of contract or at the time of identification of any violation or breach of the terms and conditions, in case you are governed by any Services Agreement with the company, you will as well be liable to pay penalty as per the agreed terms of this and other Agreements signed with the company (if any).

The company shall also be within its rights to initiate appropriate legal action against you apart from recovery of amount as per this appointment letter and/ or Professional Services Agreement (if any) signed with the company at your cost and risk and you shall be liable to pay liquidated damages to be quantified by the company at the relevant point of time having regard to the exigencies of work of the company.

Your appointment is based on the information provided by you in your resume. If any information given by you to the company proves to be false or if you are found to have suppressed or concealed any material information, in such an event, your services will be liable for termination with immediate effect as above.

Your employment in the services of the company shall always be subject to your being found and remaining mentally and physically fit.

Please sign and return a copy of this appointment letter, along with the attached annexure, as a record of your having read and accepted the terms of this offer and appointment.

We welcome you to iBridge Family.

For **iBridge Techsoft Private Limited**



Soma Sekhar
Authorised Signatory

iBridge Techsoft Pvt. Ltd.

#402, Silicon Towers, Image Garden Road, Hitec City, Madhapur, Hyderabad - 500081

Email: hr@ibridgetechsoft.com, Website: www.ibridgetechsoft.com

Annexure A

Earnings	Yearly (INR)	Monthly (INR)
Basic Salary	5,00,000	41,667
House Rental Allowance	2,00,000	16,667
Special Allowance	2,78,400	23,200
Total Earnings (A)	9,78,400	81,533
Employer PF Contribution (B)	21,600	1,800
Total Cost to Company (A+B)	10,00,000	83,333
Deductions	Yearly (INR)	Monthly (INR)
Employee Provident Fund	21,600	1,800
Professional Tax (PT)	2,400	200
Income Tax (TDS)		*as applicable
Total Deductions (C)	24,000	2,000
Net Salary (D)	9,54,400	79,533

- Professional Tax will be deducted as per State Government laws.
- Employee and Employer Provident Fund will be deducted from CTC.
- ESIC will be deducted if applicable.
- Income Tax will be deducted as per investment declarations and proofs submission.

iBridge Techsoft Pvt. Ltd.

#402, Silicon Towers, Image Garden Road, Hitec City, Madhapur, Hyderabad - 500081

Email: hr@ibridgetechsoft.com, Website: www.ibridgetechsoft.com