



Iderize Technology Solutions Private Limited

First Floor 5, Kumbhat Complex,
700, Poonamallee High Road,
Aminjikarai, Chennai,
Tamil Nadu-600029
Tel:+91 7871194295

March 11, 2024

Selvam .M

2/164 south street,
Ayan Thiruvaleeswaram,
Ambasamudram(T.k),
Tirunelveli(D.t) - 627418

Subject: Offer letter of Employment

Dear Selvam .M,

On behalf of **Iderize Technology Solutions Private Limited**, I am pleased to confirm our offer of employment to you as **“Software Engineer I”** based in Coimbatore. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you discussed and we are excited with the prospect of you joining our organization on **April 01, 2024**.

As part of your annual compensation, you will receive a Total Salary of **Rs 3,50,000** and will be eligible for a performance-linked variable bonus. This amount may vary, depending on the company's performance and your performance. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager. Any amount paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached **Annexure A**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the company. At the time of formally resigning from services, you shall have to serve the notice period of **60 days**.

Your employment with us will be governed by the **Terms and Conditions** as detailed in **Annexure B**, as well as any, and all rules, regulations, guidelines, policies, and practices of the Employer. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independent Representation requirements, as further explained in **Annexure B**

We hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join our organization on **April 01, 2024**, or an alternative mutually agreed upon date.



We are on a bold mission to create the best software services & offering in the world to work on startups in nascent industries and greenfield projects to large-scale enterprises. As a growth-stage company, we combine the depth of capabilities and resources of our leadership with the ambition, culture, and agility of a startup.

At the time of joining, it is mandatory for you to submit the documents mentioned below.

- 2 Passport-size Photos
- Aadhar Card - Photostat
- Educational Certificates - Photostat
- Relieving Letter from all your previous organization
- 3 Months Payslip

This letter and employment application is intended to be final. Please sign below in the space provided within two business days to accept the offer and the terms of this letter.

Selvam .M, everyone from our organization joins me in extending to you congratulations and warm regards. We look forward to you joining our team. Please do not hesitate to call us for any information you may need.

*techjays is a brand owned and operated by **iderize Technology Solutions Private Limited**

Sincerely,
techjays
iderize Technology Solutions Private Limited

A handwritten signature in black ink, appearing to read 'Philip Samuelraj', is written over a horizontal line.

Philip Samuelraj
Director

Annexure A

Description	Monthly	Annual
Basic Pay	13,812	1,65,750
HRA @ 30% of the basic	4,144	49,725
Special Allowance*	7,327	87,925
Company's contribution to PF	1,800	21,600
Incentive*		25,000
Total Compensation	27,083	3,50,000

As an associate you are also entitled to the following additional benefits:

- Insurance Coverage of INR 4,00,000 per annum for self and immediate family members
- Gratuity, on separation after 5 years of continuous service, payable as per the Payment of Gratuity Act.

Special Allowance* : Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you.

Incentive Indication**: The incentive amount will be lower or higher, as the case may be depending upon your performance and that of the Company. It will be subjected to your being present in the company as of December 31.

**All compensation and benefits are based on the employee's position with the Employer in India.*

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws*

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **iderize Technology Solutions Private Limited**, an employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **First Floor 5, Kumbhat Complex, 700, Poonamallee High Road, Aminjikarai, Chennai, Tamilnadu-600029**, I acknowledge and agree that:

Terms and Conditions

Statement of facts: The Company has made the offer of employment based on the bonafide statements and facts provided by you in your application form for employment. At the time of employment or during employment, if the company finds the information provided to be false or misleading, it reserves the right to terminate your services.

Confidentiality: I acknowledge that, by virtue of my employment, I will acquire and be exposed to, have access to, make use of, and/or create Confidential information. Therefore I agree to hold in trust and confidence all such Confidential information. I will neither disclose any such Confidential Information to anyone outside of the employer without the prior written approval of an Authorized Signatory, except as required by my authorized duties for the employer nor use any such Confidential Information for any purpose other than for the benefit of **iderize Technology Solutions Private Limited**

Hours of work: The working day shall comprise eight working hours and a lunch break for an hour. Though the normal working hours are between 9.00 a.m. and 6.00 p.m. from Monday to Friday. Work from home option is allowed on a need basis.

Separation from the company: At the time of formally resigning from service you shall serve the 60 days "Notice Period". When you formally resign from the service, the Company may, at its discretion, permit you to pay up for the notice period in lieu thereof on your Annual Gross Compensation. If your services are terminated by the Company due to misdemeanor, unsatisfactory performance, due to misleading or false information is the reason, or any other disciplinary matter, no salary is payable for the Notice Period. If 'termination of services' due to any other reason, the Company will pay your salary for the Notice Period starting from the date on which the Company informs you of such matters. Your probation period will be for three months starting from the joining date. However, this period can be cut short or extended based on the individual's performance and at the discretion of the management. During this period either of us may terminate your employment by giving 1 week written notice.

Leave and vacation: From the date of your joining, you will be entitled to 6 days of Sick Leave, 4 days of Personal Leave, and 12 days of vacation leaves per year. You shall be entitled to avail leaves only with prior approval from your Manager.

Other Benefits: Your salary revision and bonus are based on your performance and the company's performance in a year.

Intellectual Property Agreement : In consideration of the employment by **Iderize Technology Solutions Private Limited**, I **Selvam .M** acknowledge and agree that I am employed at **Iderize Technology Solutions Private Limited** at free will, based on my employment offer letter, and without any compulsion such as bond. In the event of formally separating from the company, I acknowledge that the terms mentioned in 'Annexure B - Separation from the company' shall be followed. I acknowledge that all notes, artwork, presentations, distribution plans, technical information,

workflows, strategies, business plans, discoveries, concepts, ideas, innovations, improvements, developments, methods, designs, analyses, drawings, sketches, writings, photography, reports, software, code, data or copyrightable work (whether or not including any confidential information) and all registrations or applications related thereto, all other proprietary information and all similar or related information which are conceived, developed, made, discovered, authored, invented or reduced to practice by Employee (whether alone or jointly with others) within the scope of Employee's employment ("Work Product") belong to the Company.

I agree that during my Employment, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an authorized Signatory. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and **Iderize Technology Solutions Private Limited** become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the **Iderize Technology Solutions Private Limited** for any legal defense costs and/or damages related to any such claim.

"PriorWorks" are Work Products that I have created prior to employment with the Company. I agree that I will not incorporate any portion of any Prior Works into or use any Prior Works in anywork I may undertake as part of my employment at the Company. If, notwithstanding the foregoing, I incorporate or use any Prior Works in any work as part of my employment at the Company, I hereby grant to the Company (and its designees) a perpetual, irrevocable, non-exclusive, royalty-free,worldwide, assignable, sublicensable (through multiple layers)license under all intellectual property and other rights(including notes, artwork, presentations, distribution plans, technical information, workflows, strategies, business plans, discoveries, concepts, ideas, innovations, improvements, developments, methods, designs, analyses, drawings, sketches, writings, photography, reports, software, code, data or copyrightable work)in any such Prior Works for all purposes in connection with Company's current and future business. If I own any Prior Works that are relevant or related to my work or employment duties at the Company ,I have disclosed description of such items to the company at the time of joining.

I agree that I will not violate or attempt to violate the intellectual property rights,interests or title of any third party. I will not, while employed by the Company, use or disclose any proprietary information, intellectual property, Confidential Information or trade secrets of any former employers or other third parties and I will not store on any Company device or bring on to the premises of the Company Any Documents (regardless of the media on which those documents are contained)or any property belonging to my former employers or other third party unless consented inwriting by the relevant employer and/or third party. I shall indemnify, hold harmless and(at Company's request) defend the Company and its partners, officers, directors, employees and other representatives from any breach(or claim that if true would be a breach)of the foregoing covenant. My obligations under this Section shall remain in effect and survive any termination or expiration of My employment or these Terms of Employment. Company shall be titled to immediate injunctive relief claim damages(liquidated run-liquidated)or similar relief and/or take disciplinary action (including but not limited to termination) upon potential or actual breach of this Section by me. Company's right under this clause is notwithstanding standing any other right available to the Company under these Terms of Employment or otherwise

During the period of my employment I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with **Iderize Technology Solutions Private Limited** whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit

of **Iderize Technology Solutions Private Limited**, or otherwise create a conflict, or the appearance of a conflict, of interest with **Iderize Technology Solutions Private Limited**.,. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of **Iderize Technology Solutions Private Limited**, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with **Iderize Technology Solutions Private Limited**,and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

I acknowledge that I agree with **Iderize Technology Solutions Private Limited's** non-solicitation agreement that I shall not solicit any business clients, bring over any employees, or use any confidential information that was related to my position at Iderize Technology Solutions Private Limited for a period of 36 months after I leave the company

I understand that while employed with **Iderize Technology Solutions Private Limited**, I will use and have access to the Systems. I also acknowledge that **Iderize Technology Solutions Private Limited** has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such Electronic Communications are considered part of **Iderize Technology Solutions Private Limited** business and client records and are not to be considered private or personal to me or any other Personnel. I further acknowledge that this right extends to Electronic Communications transmitted for either a business or personal purpose.

I agree that I am authorized to access the Systems only for approved business purposes and not for personal gain or any illegal or unethical use.I agree that under no circumstances am I authorized to access any of the systems for the purpose of obtaining **Iderize Technology Solutions Private Limited** Property for a competitor of a **Iderize Technology Solutions Private Limited**, transmitting **Iderize Technology Solutions Private Limited** Property to me (e.g., emailing Confidential information to my personal email address) or to a third party for purposes other than furthering the business objectives of **Iderize Technology Solutions Private Limited** I am not authorized to download a **Iderize Technology Solutions Private Limited** Entity's Confidential Information or other **Iderize Technology Solutions Private Limited** Property to removable media such as a CD, disk or thumb drive other than as authorized for furthering the business objectives of **Iderize Technology Solutions Private Limited**.

I will be responsible for the safekeeping and return in good condition and order of all the **Iderize Technology Solutions Private Limited** Property that may be in my use, custody, care or charge. For the loss of any **Iderize Technology Solutions Private Limited** Property in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

Signature

Date

Selvam .M

Declaration Form

I, **Selvam .M**, hereby declare that the information given in this application is true and correct to the best of my knowledge and belief. In case any information given in this application proves to be false or incorrect, I shall be responsible for the consequences and may be rejected or terminated from service at any point of time.

Also, I hereby accept the terms and conditions of this employment offer. I will furnish all the documents for your records or shall be provided to the employer on the mutually agreed upon start date.

Signature

Date

Selvam .M