



Dated: September 30, 2024

Place: Chennai, Tamil Nadu, India

To,
Tamilselvan. M
S/o Madesh
1B56 Sakthi Nagar,
Koundampatti, Edappadi,
Salem - 637 101

SUB: APPOINTMENT ORDER WITH MVG DIGITAL

Dear Tamilselvan. M,

With respect to your application and subsequent discussions and interviews, we are pleased to welcome you to the MVG Digital family and would like to extend our offer as a permanent position in our company.

You will be designated as Junior Software Developer – Development Department – for driving business of MVG Digital products & services.



Your effective date of employment will be October 01st, 2024 and you will be based out of MVG Digital's office in Chennai, Tamil Nadu.

Details of your employment are given in the Annexure. Should you accept this offer letter, with its terms and conditions, please sign this copy and send it back as acceptance.

Thank you.

Warm Regards,

For MVG Digital Consulting Private Limited

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John Vijay Bhaskar
Director

MVG Digital Consulting Private Limited
Sathyabama Technology Business Incubator, 1st Floor, Col. Dr. Jeppiaar Research Park,
Jeppiaar Nagar, Rajiv Gandhi Salai Chennai - 600 119, India



ANNEXURE I: TERMS AND CONDITIONS OF THE EMPLOYMENT OFFER MADE TO

Mr. Tamilselvan. M

We have great pleasure in offering employment in MVG Digital Consulting Private Limited, ("MVG") on the following terms and conditions:

TERMS AND CONDITIONS:

1. JOB TITLE

You will be designated as "Junior Software Developer" Under "Development Department".

2. SALARY

Your basic salary is Rs. 7,500/- per month. You are also entitled for allowances and benefits as detailed in Annexure II, which forms part of this Principal Statement of Terms and Conditions. The earned monthly salary will be transferred to your account with a bank specified by MVG. The salary would be subject to deduction of tax and other statutory dues as applicable.

3. EFFECTIVE DATE

This letter of appointment is effective from 01/10/2024

4. PROBATION

Effective your date of joining, you will be on probation in the above position for 6 months, which could be extended at the discretion of the Management.

During the period of probation each of the parties can terminate this Letter of Appointment at any time and for any reason and by giving thirty days' notice.

5. LOCATION

You will be required to carry out your work from our office situated at Sathyabama Technology Business Incubator, 1St Floor, Col. Dr. Jeppiaar Research Park, Jeppiaar Nagar, Rajiv Gandhi Salai Chennai - 600 119 in the normal course of employment. However, you may be required to work in any of MVG's or its affiliates' establishments as may be directed by the management of MVG ("Management") from time to time or be transferred to any other department, office or establishment of MVG or MVG's associate companies, with reasonable notice, as may be directed by the Management. Under such circumstances, you shall be required to complete necessary formalities which will be notified to you by the management.



6. HOURS OF WORK

The working hour of MVG in Chennai is between 9 AM and 6PM. The normal hours to be worked are 40 hours in a given week (excluding 1 hour of break every day). Subject to the work requirements of your function you might be required to work on shifts in agreement with your line manager and there could be a slight flexibility in the working hours.

7. HOLIDAYS & LEAVE

- MVG would provide annual holidays in compliance with the requirements of the applicable statutes. The list of annual holidays would be communicated to the employees and displayed on all notice boards.
- You are entitled to 10 days of Earned leave (EL) per year accruing at .83 day per month for first three years and then 15 days per year accruing at 1.3 day per month thereafter, and 5 days of Sick Leave (SL) per year as per the leave policy of MVG , as may be amended from time to time.

8. RETIREMENT AGE

The retirement age in MVG is 60 years.

9. NOTICE OF TERMINATION OF EMPLOYMENT

This contract of employment may be terminated by giving 1 months' notice in writing, from either side or pay Basic Salary in lieu of the notice period. You shall be relieved from service, only after you complete the exit-clearance formalities in force.

10. SAFETY AND HEALTH AT WORK You will be required to acquaint yourself with, and to fulfill your obligations under, the Health and Safety regulations and codes of practice issued from time to time.

11. RETIREMENT BENEFITS

You shall be governed by the Retirement Schemes that are in force in MVG. Specifically, you shall be covered by Provident Fund (PF) as per the statutory norms and the company's policies and rules.

12. MEDICAL, LIFE & ACCIDENT INSURANCE

You may be in future be entitled to Group medical insurance policy (which includes hospitalization and domiciliary benefits), group life insurance and group personal accident insurance policy. Rules and regulations pertaining to these policies will be communicated to you



by the HR dept. at the appropriate time when it is implemented and may be subject to change periodically.

13. GRIEVANCE

If you have a grievance relating to your employment, or you are dissatisfied with any decision relating to yourself, you have the right to discuss the same with your manager for the purpose of seeking redress. If you are still not satisfied, you can approach the Human Resources Department.

14. ADHERENCE TO CODE OF CONDUCT AND COMPANY POLICIES

You shall strictly adhere to MVG "Code of Conduct" as may be framed by the company from time to time. You shall also abide by all the policies in force in the company from time to time. Appropriate action, including disciplinary action may be taken by the company in case of violation of the above.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 The following terms used in this Clause 15, shall have the meaning attributed to them hereunder:

i) The term "Affiliates" shall mean with respect to MVG, any company that controls, is controlled by or is under common control with MVG. For purposes of this definition only, "control" means to (a) Possess, directly or indirectly, the power to direct the management or policies, whether through ownership of voting securities or by contract relating to voting rights or corporate governance or (b) Own, directly or indirectly, more than fifty percent (50%) of the outstanding

voting securities

or other ownership interest.

ii) The term "Confidential information" used herein shall mean any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs, finances, contracts, business methods, trade secrets, technical data, know-how, ideas, discoveries, operations, scientific procedures, designs, methods, processes, practices, marketing plans, strategies, product information, manufacturing methods, presentations, reports, documents, data, programs, patents, compilations, customer information and personal information of MVG, the Affiliates or their business contacts, personal information of their respective directors, officers, personnel, customers, clients, representatives and agents, and such other information deemed to be confidential by MVG which is disclosed to or accessed



by you by virtue of your employment with MVG. However, "Confidential Information" shall not include information which:

- (a) at the date of its disclosure to you is in the public domain, or
- (b) is lawfully obtained or available from a third party without any obligation of confidentiality and without breach of this agreement; or
- (c) Was already known to you and has been received from a source other than MVG or its

Affiliates

(iii)The term "Intellectual Property" shall mean any inventions, discoveries, works of authorship, creation, design, variety, improvements, ideas, designs (whether or not patentable), developments, works of artistry (including software, drawings, specifications, data, manuals, notes and other documents) and other work products made, authored, conceived or developed by you solely or jointly with others, which result from or relate to your duties/role hereunder, including any developed product, technology or materials capable of being protected as patents, trademarks, copyrights, trade secrets and other types of intellectual property, which is invented, discovered or created by you in the course of your employment with MVG.

15.2 You hereby acknowledge that you will have access to the confidential information as an employee of MVG and as part of your duties hereunder. You shall keep confidential the Confidential Information and shall not without the prior written consent of MVG, disclose or publish any Confidential Information to any third party nor use the Confidential Information for any purpose other than in connection with the performance of your duties or the carrying out of your obligations for MVG in accordance with this Letter of Appointment.

15.3 In respect of any personal information and data disclosed to or accessed by you in the course

of your employment with MVG, you shall keep such information confidential and not disclose the same to any person except as required for the performance of your duties hereunder and to a person who has a legitimate business need to access such information. You will, in this connection, comply with MVG's Policy on Data Privacy that may be framed and amended from time to time.

15.4 The restrictions on use and disclosure of the Confidential Information set out in Clause 15.2 will apply whether or not your name appears on the rolls of MVG and the provisions of Clause 15.2 shall survive indefinitely beyond the termination of your employment with MVG. 15.5 You

agree that during the term of your employment with MVG and for a period of one (1) year hereafter you will not directly or indirectly: (i) engage in or contribute your knowledge and abilities gained from the projects you had undertaken at MVG to any business or entity and



more specifically which is in competition with MVG or its sister concerns; or (ii) employ or attempt to employ or assist anyone in employing any person who is an employee of MVG.

15.6 Any Intellectual Property which is invented, created or generated by you in the course of your employment with MVG shall be owned solely and exclusively by MVG or its affiliates.

15.7 You shall disclose the information about any intellectual property promptly and completely to MVG and shall, during the period of your employment with MVG and at any time thereafter:

(i)Execute all documents and perform such lawful acts as requested by MVG for vesting in MVG the entire right, title and interest in and to the Intellectual Property.

(ii)Execute all documents requested and required by MVG for acquiring the Intellectual Property and

(iii)Give MVG all assistance it may be reasonably required, in order to obtain, maintain and protect MVG's right in the intellectual property.

15.8 You hereby assign and transfer and shall assign and transfer, without additional consideration, to MVG or such other designee as directed by MVG, all right, title and interest in and to any and all Intellectual Property throughout the world, made or conceived or reduced to practice or learned by you either solely or jointly with others during your employment with MVG.

15.9 You shall not use confidential information or intellectual property of a third party during the course of your employment with MVG unless you are permitted by MVG. You shall take reasonable measures and exercise best efforts to avoid infringing third party's Intellectual Property during the course of employment with MVG.

15.10 You are hereby agree that monetary damages for any breach or threatened breach of the provisions of this Clause 15 are inadequate and that any breach or threatened breach will constitute an irreparable injury to MVG in addition to all other rights provided by law to which MVG may be entitled, MVG will have the right to have an injunction issued against you to prevent any breach. 16. OTHER EMPLOYMENT During the employment with MVG, you shall not accept any

other form of employment, or engage

in any other business activity, or perform any service as consultant or advisor to any third party.



17. SUBSEQUENT CHANGES

If there are any changes, subsequently, to the terms and conditions of your employment, they will be notified to you by letter or by a notice posted on the notice board, which forms part of the conditions of this Letter of Appointment. 18. GOVERNING LAW 18.1 This letter of appointment

shall be governed and interpreted in accordance with the laws of India.

18.2 All claims, disputes and differences arising out of or in relation to or in the interpretation or otherwise of this Letter of Appointment shall be first attempted to be resolved amicably by mutual negotiations, failing which such dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 before a sole arbitrator appointed by MVG. The Award passed shall be final and binding on the parties. The Language shall be English and the

seat/venue



shall be only at Chennai and the courts for the purposes required to be approached under the Arbitration and Conciliation Act 1996 shall be only at Chennai. 19. SUPPORTING INFORMATION

On joining, you are requested to submit the following documents to the Human Resources Department:

- ☐ A copy of all Academic Certificates with the statements of marks supporting your qualifications.
- ☐ Copy of Proof of Date of birth Photocopies of certificates
- ☐ Copies of Experience/Service Certificates of all previous employments
- ☐ Copy of Tax declaration [form 16]for last year
- ☐ 3 Passport size photographs
- ☐ Last 3 months Pay Slips / Salary Certificate

Please note that this Letter of Appointment is being made on the information furnished by you. However, if any discrepancy is found in the above documents given by you as proof in support of the information provided by you, the Company reserves the right to revoke this appointment offer.

For MVG Digital Consulting Private Limited

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John Vijay Bhaskar
Director



Annexure II

ACCEPTANCE OF TERMS & CONDITIONS IN OFFER LETTER

TO,

MVG Digital Consulting Private Limited

I Mr. Tamilselvan M son of Madesh, aged 24 Years, Residing at 1B56 Sakthi Nagar, Koundampatti, Edappadi, Salem - 637 101 do hereby accept your offer of employment on the terms and conditions set out above. I understand that my acceptance of the offer of employment on the terms specified by MVG shall form a contract of employment between myself and MVG. I understand that, this Letter of Appointment shall become void, provided, any of the information furnished by me in my application, CV, medical questionnaire, references or at my interview is/are found to be inaccurate or false. I hereby agree to diligently, faithfully and to the best of my abilities serve the Company, use my best endeavors to promote the interests of the Company, perform all the duties entrusted to me from time to time and agree that for the performance of such duties, I will use all the knowledge, skills and experience which I possess. I fully agree to comply with the terms and conditions mentioned above and understand that MVG can take appropriate action including legal/ disciplinary action if I am in violation or breach of any of the above.

X

A handwritten signature in blue ink, appearing to read 'M. Tamilselvan', written over a horizontal line.

Employee Signature

Appendix III

Salary breakup details:

Particulars	Monthly Salary	Annual Salary
Basic	7,500	90,000
HRA	2,400	28,800
Spl.Allowance	2,250	27,000
Conveyance	1,500	18,000
Medical Allowance	1,050	12,600
Telephone Allowance	300	3,600
Total Fixed Salary	15,000	180,000
Variable salary*	1000	12000
Total CTC	15,000	180,000

NOTE: (*)

Variable Salary will be applicable for every quarter.