

LETTER OF APPOINTMENT Confidential

26 November 2018

Ms. Monisha M 408, Green View Apartment, Kampapura Road Yemlur, Marathahalli, Bangalore-560037.

Dear Monisha,

Welcome to Innova Solutions!

At Innova, we believe Innovation in every possible way. We also believe we are unique in several ways - being a flat, open and communicative organization; our ethos that encourages, promotes and rewards empowerment; initiative; flawless execution and leadership. In return, we promise to provide you platform to grow and fulfill your personal and professional goals. We look for professionals like you who would partner the future growth of Organization. We are confident that with your skills, competencies and capabilities you would be valuable addition to the team.

We are pleased to appoint you in Innova Solutions Private Limited as Senior QA Engineer at Bangalore location. Please note that the employment terms contained in this letter are subject to Company policy which may be revised from time to time. The terms and conditions of your employment are as under:

Appointment

Your date of appointment is effective from 26 November 2018.

Hours of Work

Your Hours of Work schedule may vary depending on the business requirements. Based on the needs of your project / customer you will be required to work in rotational shifts (24/7).

Travel

You may be required to travel, whether in India or Overseas, in connection with office work within short notice.

INNOVA SOLUTIONS PRIVATE LIMITED

CIN U72200TN2006FTC061524

Regd. Off: 284/1A, Old Mahabalipuram Road, Kandanchavadi, Perungudi PO, Chennai - 600 096

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Compensation

You will be eligible to receive the following:

1. Salary and Benefits

Particulars	Month	Annual
Basic	25000	300000
HRA	12500	150000
Life Style Allowance	6875	82500
LTA	2083	25000
Special Allowance	10123	121470
Gross Salary - I	56581	678970
Monthly Benefits		
Food Coupon	2500	30000
Gross Salary - II	2500	30000
Gross Salary (I & II)	59081	708970
Add: Employer's Contributions		
Provident Fund	1800	21600
Gratuity	1203	14430
Medical Insurance Premium	417	5000
Cost to Company (Fixed)	62500	750000

Note:

- Gratuity In accordance with the Payment of Gratuity Act 1972, and rules of the company.
- Mediclaim Coverage with Insurance Company for Rs. 3 Lakhs as floater for self, spouse and up to 2 children.
- Personal Accident Insurance Rs.5 Lakhs
- TDS applicable as per Govt. Norms

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- 2 Please note the above components are subject to deduction of tax at source and provisions of Income Tax act of Government of India from time to time. Compensation and attendance would be based on the approved time sheets by the client in case of employees assigned to a client.
- 3 Notwithstanding your initial place of posting, the Company (Innova Solutions) reserves the right to transfer/depute/second your service to any other division/ location/ department/ segment/ branch/ unit/ associated concern under the ownership of the Company if and when required.
- 4 You will report to the person to whom you are assigned by the Management.
- 5 In all matters, including those specifically not covered by this appointment letter, such as Leave facilities, etc., you will be governed by such rules as may be applicable to personnel of your category in the Company, as specified in the Employee Handbook.
- 6 Your salary will be reviewed periodically as per Company policy.
- 7 Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria.

Verification

You have been engaged on the presumption that the particulars and the testimonials furnished by you in your application are correct. In case the said particulars are found to be incorrect or it is found that you have concealed or withheld some other relevant facts, your appointment with the company shall stand terminated/canceled without any notice.

We have a rigorous background check process and if you are selected for deployment at a client location, you would be subject to the client background check process as well. Your services shall be terminated without notice at any time based on a background check failure or if you have been found to have concealed any material information or given any false details regarding your education, experience and skill sets or if at any time if there are any performance issues during the probation period as determined by the client. If any of the background checks turn out to be negative, all employee payments made till the date of BGC determination would be deemed as advance and hence, repayable.

Duties and Responsibilities

- The company will expect you to work with a high standard of initiative, efficiency and economy.
 In view of your office, you must effectively perform to ensure the results and you will be expected to work extra hours to achieve this whenever the job so requires.
- 2. You are required not to engage yourself in any other gainful or commercial employment, business part-time or full time, honorary or remuneratory, directly or indirectly simultaneously as long as you are employed with Innova Solutions Private Limited or engage yourself indirectly in any other profitable business connected with the dealings or activities of the company in any way. Any action to the contrary would render your services liable for termination notwithstanding any other conditions in the appointment letter.

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- You are required not to divulge, communicate or pass on any information in any form related to
 any aspect of the company to anyone not employed by the company. Indulgence in such activity
 shall render you liable for termination with immediate effect notwithstanding any other terms
 mentioned in the appointment letter.
- 4. You are required to strictly maintain the secrecy of and not to divulge, communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior. Any such disclosure is a serious case of indiscipline and would render you liable for termination with immediate effect, notwithstanding other terms and conditions mentioned in your appointment letter.
- 5. You are required to deal with company's money and documents with utmost honesty and professional ethics. If you are found guilty at any point of time of moral turpitude or of dishonesty in dealing with the company's money or material or documents or of theft or misappropriation regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in your appointment letter.
- 6. If you conceive of / invent / discover / improve on any new or advanced or current methods of improving processes formulae / systems in relation to the operations in the company or its affiliates or customers, such developments, discoveries or inventions shall be communicated to the company and shall remain the sole right / property of the company.

Confidentiality

In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the company. Therefore, please ensure that you maintain as secret and confidential all confidential information (as defined from time to time in the Confidentiality Policy of the Company) and shall not use or divulge or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the company and in the course of your employment. This covenant shall endure throughout your employment and for a period of one year from the cessation of your employment with the company (irrespective of the circumstances of, or the reasons for, the cessation).

Conflict of Interest

The conflict if Interest Policy refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

- 1. Any employee of the company to terminate their employment with the company or to accept employment with any competitor, supplier or any customer with whom you have a connection.
- 2. Any customer or vendor of the company to move his existing business with the company to a third party or to terminate his business relationship with the company.
- 3. Any existing employee to become associated with, or perform services of any type for any third party.

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Termination

During the period of your employment with Innova Solutions, whether on training, or otherwise, this appointment may be terminated by either of us without having to assign any reasons therefore provided, however, Your employment with the Company is subject to termination on minimum 2 months prior notice by either side.

The Company may terminate the services of the Employee assigned to a client location / client project by providing 30 days' notice or by paying 30 days gross salary in lieu thereof, to the Employee. However, upon approval from the manager / authority concerned in the client location, final decision on notice period / relieving will be arrived.

The Company reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

Any act of dishonest, breach, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part of the breach of any terms, conditions and stipulations contained herein. The reconstruction or amalgamation of the company whether by winding up of the company otherwise.

Other Rules and Regulations

During your employment with the company, you will be governed by the service rules and regulations of the company in force or as introduced or amended from time to time.

You will keep us informed of any change in your residential address, civil or marital status and other such matters. This appointment and your continuance in employment is subject to your having been found medically (physically and mentally) fit by the authorized Medical Officer of the Company. Please confirm that the above terms are agreeable to you and that you accept the appointment by signing a copy of the letter of appointment.

For Innova Solutions Pvt. Ltd.

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Chennai 600 096

Sutesh Sakthivel

Associate Vice President - Human Resource

Acceptance:

I, Mouisha M agree to accept the employment on the terms and conditions mentioned.

Signature

Date

2212/2019

Place: Bangalore