



October 25, 2019

Mr.Mounesh Badiger,
#29 k, Kurabar Street, Kenagnur, Tq, Bailhongal,
D.Belgaum 591104 Karnataka
Mobile: +91 7353207901
Email: mounesh.gb@gmail.com

Dear Mounesh,

Subject: Offer of Employment as Senior Software Engineer

We refer to your application and the subsequent interviews you had with us. We are pleased to make you an offer for the position of as Senior Software Engineer.

Please find below, the terms and conditions of your employment with **Operative**

Designation	: Senior Software Engineer
Place of work	: Bangalore
Annual Fixed CTC	: INR 17,00,000.00 (Rupees Seventeen Lakh Only)

**The detailed Breakup of the salary has been included as an Annexure*

1. Validity:

This letter of offer shall be valid until **October 29, 2019** and you must accept it on or before the stipulated date. If we do not hear anything from you till the stipulated date, we shall consider that you have declined the offer. The Company reserves the right to withdraw the offer made to you, before your acceptance, without providing any reasons to you. Further, the Company also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company and also in event of unsuccessful reference checks

2. Date of Joining:

If you accept this offer before the stipulated date you must report on duty and commence your job not later than **January 23, 2020**. In case you do not report at job on or prior to agree upon date, it shall be deemed that you have declined this offer.



3. Place of Posting & Transfers:

Your initial place of posting will be at Bangalore. However, your services are transferable and can be seconded or deputed by the Company to any group company operation in India or abroad; whether existing as on the date of your appointment/contract or to be established thereafter at the discretion of the Company or to any operation under the management and/or ownership of the Company including any joint venture in which the Company is a participant or to any subsidiary or associate company of the Company.

4. Duties:

In addition to the normal responsibilities/duties associated with the above position, the Company may also assign you other duties as deemed fit and proper.

5. Annual Leave:

You will be eligible for 32 days of Leave per annum, which will be credited to you monthly on a pro-rata basis from the date of joining. While we encourage you to avail of this facility, you are required to plan your leave with your superiors and team members such that work does not suffer in your absence. (Planned Leaves – 20, Casual Leaves – 4, Sick Leaves – 8)

6. Medical & Personal Accident Insurance:

You will be covered by the Medical Insurance schemes of the Company. The details of the Medical Insurance schemes of the Company will be given to you upon joining the Company.

7. Variable Pay:

You are encouraged to perform the best of your ability and in our endeavor to encourage you we offer a performance-based cash bonus incentive.

Based on your performance and business metrics, you may be entitled to a Variable Pay element of **Rs 1,00,000/-** per annum, according to the current terms and conditions of the scheme. The bonus is not guaranteed.

8. Probation:

You will be on probation for a period of three (3) months from the date of your joining this organization. Termination of services during this period will require a notice of one month in writing from either the management or yourself; as the case may be. Upon completion of the probation period of three (3) months, your services stand confirmed unless otherwise it is intimated to you in writing. Termination of services upon confirmation require Two (2) months' notice in writing from either the management or yourself; as the case may be.

9. Rules:

You shall be governed by the rules and regulations of the Company in force or amended from time to time during the course of your employment. Such rules may be communicated to you in oral or written



form once after you join. A formal appointment letter will be issued to you on your joining enumerating the terms and conditions of employment.

10. Confidentiality:

The position held by you would be of a strictly confidential nature.

You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorize officer of the Company. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright rights whatsoever, made, developed or discovered by you either alone or jointly with any other.

Person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the company and shall belong to and be the absolute property of the Company.

You will not during your employment with the Company or at any time thereafter, divulge or make known any Information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical information or any other information gained or acquired or imparted to you in the course of your employment.

You hereby confirm that you have disclosed, fully to the Company, all of your business, interests whether or not they are similar to or in conflict with the businesses or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under you

11. Conflict of Interest/Non-Compete:

Your position with the Company calls for your whole-time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business, without the written permission from the Company.

You agree that during your engagement to perform services hereunder and, for two years thereafter, you will not provide to any Client for whom Operative has contracted your services or any contractor of any such Client, or solicit or offer to provide to any such Client or any contractor of any such Client, any software, services, or other products related to your services, whether directly or indirectly. You also



agree that you will not solicit any Operative employees or contractors, either directly or indirectly, for any employment or other opportunities outside of Operative, for a period of two years after termination of your employment with Operative. You further agree that during the term of this Agreement, and for a period of two (2) years thereafter, you shall not, directly or indirectly, provide any services to or for a competitor of Operative. Unless otherwise agreed by Operative in writing, you shall not perform any work, which would utilize, technology that infringes Operative intellectual property, or would involve an inevitable disclosure of Operative trade secrets.

12. Income Tax:

Your emoluments will be subject to deduction of income tax as per the provisions of Income Tax Act, 1961 and other applicable laws.

13. Business Courtesy:

No employee may directly or indirectly accept from or provide to any representative of any organization with which Operative has a business relationship any gift or favor other than an ordinary business courtesy or social amenity. No employee may solicit any gift or favor. This is viewed very seriously as an abuse of trust placed by Operative in the employee and would attract severe penal action from the Company

14. Harassment:

Operative is committed to provide a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment, actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability and sexual orientation will amount to violation of the Company policy and would attract strict disciplinary action from the company, including termination of services of the employee.

15. General:

You will keep us informed of any changes of your residential address or civil status. Prior to commencement of your employment, you and the Company shall together execute an Employment Agreement detailing the terms of your employment. Since you would have access to the confidential information of not only the Company but also of other affiliated Operative companies you shall also be obligated to enter into a Confidentiality and Non-Disclosure Agreement which covers the confidential information of such other affiliated companies.

16. Separation:

Employees are required to serve 2 months' notice if they resign from the organization.

The employer will not be liable to pay for the remaining days of notice period, if employee resigns from the services and requests for an early relieving. If an employee is found to have violated ethics/behavior, (refer above) or committed an act of gross misconduct, employer reserves the right to terminate his/her employment without notice and may choose not to pay any severance.

Shortfall of notice period, if any, can be waived off at manager's discretion and approval. During the notice period the employee will not be permitted to avail any leaves or any option of working remotely.



All "planned" leave accrued during the employees' tenure in the organization will be en-cashed during the time of final settlement

17. On joining, you are requested to please provide copies of the following documents, as and where applicable:

Relieving letter from your current employer

Salary details of your current employment

Letter(s) supporting prior work experience

Certificates of educational qualifications

Tax Summary sheet (or latest Form 16) as applicable from your current employer

4 passport size color photographs with white back ground.

PAN Card

Adhar Card

We welcome you once again to Operative and sincerely wish you a rich and rewarding career.

Yours faithfully,
For Operative

Prashanth Rao
Senior Director

Kindly return a copy of this letter duly countersigned by you on each page in acceptance of the terms and conditions set out herein

Signed: _____

**ANNEXURE A: COMPENSATION STRUCTURE**

Name	Mounesh Badiger
Designation	Senior Software Engineer

Details	Monthly in Rupees	Annual in Rupees	Remarks
Fixed CTC	1,33,333.00	17,00,000.00	
	Monthly in Rupees	Annual in Rupees	
Basic	40,000.00	4,80,000.00	Basic is 30% of the CTC amount
HRA	20,000.00	2,40,000.00	HRA is 50% of the Basic
Bonus	8,000.00	96,000.00	Bonus is 20% on the Basic
Special Allowance/FBP	59,783.00	7,17,400.00	Special Allowance is CTC less all other components
FBP Vehicle			FBP is part of Special Allowance Any bills submitted against these categories will be exempted from tax to that extent
FBP Telephone			
FBP LTA			
FBP Food Coupon			
Gross Salary	1,27,783.00	15,33,400.00	
Employer PF	4,800.00	57,600.00	PF is 12% on Basic / Gross (As applicable)
ESI/Medical Insurance	750.00	9,000.00	ESI is applicable if the Gross salary of an employee is less than 21000
Variable Pay		1,00,00.00	
Total CTC	1,33,333.00	17,00,000.00	

Notes:

Flexible Benefit Plan: Employees have the option to restructure their FBP under the following heads:

Fuel & Maintenance
Telephone & Broadband
Sodexo Coupons
Leave Travel Assistance

Medical Insurance

Group Medical Insurance Coverage for self and dependents

Your salary will be reviewed on an annual basis. There is no obligation on the Company to increase the level of your salary at a review so salary is subject to review annually and your next salary review is expected to be in March 2020.

Statutory deductions such as IT and Profession tax, as applicable, will be borne by you.