

**HTC Holdings Private Ltd.**

(Group of HTC Global Services)

SDF II, Phase II, MEPZ - SEZ

Tambaram, Chennai - 600 045, INDIA

Date: September 01, 2014

Ref. No: HTC/SET/2014/16723

To,

Naveen Ponguru

No:1-177, West Street, Gangavaram(VILL), Kovur(MD), Nellore(DT), Andhra Pradesh-524137

Dear Naveen ,

Please refer to our SET enrollment letter GL/SET/IV/06 dated 21-04-2014 and MOU dated 21-04-2014. We are pleased to appoint you in our company as **Programmer Analyst Trainee**. The terms and Conditions of our appointment are as follows:

**Compensation:**

Heads	Monthly (in Rs.)	Annual (in Rs.)
Basic Salary	6500	78000
HRA	3250	39000
Conveyance Reimbursement	800	9600
Special Pay	3330	39960
Special Onsite Allowance	1200	14400
<b>Total</b>	<b>15080</b>	<b>180600</b>
MEDICAL		15000
L.T.A.		15000
Bonus* accrues and becomes payable upon completion of your services year based on performance, business & continuity of your service.		9000
T & M Incentives* subject to the term specified below		19200
Project Allowance* subject to the term specified below		12000
Group Medical Insurance		3250
PF (12%)* company's contribution towards EPF		17035
GRATUITY		3750
<b>TOTAL</b>		<b>275195</b>

*Salary will be paid on the last day of the month. may be delayed due to delays in timesheet or submissions/approvals and also in case of discrepancies in attendance. Conveyance reimbursement will be made upon furnishing a declaration that you have actually spent said amount on commuting to work.*

**US Office:** 3270 West Big Beaver Road, Troy, MI 48084, USAPhone: 248.786.2500 • Fax: 248.786.2515 • [www.htcinc.com](http://www.htcinc.com)

USA • Canada • UK • Europe • UAE • India • Malaysia • Singapore • China • Hong Kong • Australia

**Probationary Period:**

You will be on probation for a period of one year, after which your services will be confirmed if your performance is found satisfactory.

**Attendance & Punctuality:**

During the tenure of your employment, you are requested to be regular in attendance and punctual in reporting to duty. Kindly refer the annexure for working days and timings.

**Medical Facilities:**

Employees will be reimbursed expenses incurred on medical treatment of self and members of their immediate family up to a maximum of an amount equivalent to **Rs. 15000 (Rupees Fifteen Thousand only)** per financial year. Employee may opt for an insurance coverage from a list of schemes available. The premium for the so opted scheme will also be paid from the above said amount. Employees with less than 12 months of service during the financial year will be paid on a pro-rated basis. The immediate family for this purpose will include employee, spouse, children up to the age of 22 years, and dependant parents.

**Leave Travel Assistance:**

Employee is eligible for an amount equivalent of Rs.15000/- (**Rupees Fifteen Thousand only**) as leave travel assistance per annum on completion of one year of service with the company.

**Terms governing Project Incentive:**

You are eligible for Project incentive only for the period you are deployed to a billable project for the number of hours billed during a month on that project as per the following terms:

- a. The first 160 hours billed in a month will attract an incentive of Rs. HTC /- per hour.
- b. The hours billed in excess of 160 hours will attract an incentive of Rs. HTC/- per hour.
- c. This is payable approximately 30 days after the end of the month. e.g. Incentive for July month will be paid by 31<sup>st</sup> of August.
- d. If you are deployed in a fixed project then your Individual rating, Project performance & business performance will be considered for releasing the payments.

**Project Allowance:**

You are eligible for Project Allowance only if you are allocated to a project. This is payable approximately 30 days after the end of the month e.g. Incentive for July month will be paid by 31<sup>st</sup> of August

**Provident Fund / ESI Benefit:**

Employee will be covered under the Company's P.F and other statutory regulations.

**Gratuity:** You are eligible for Gratuity, as per "Payment of Gratuity Act"



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**Group Medical Insurance Premium:**

- Coverage : Self and 5 dependents ( spouse, children (2), parents or in-laws)
- For more details login to Employee handbook <http://ehandbook.htcindia.com>

Your employment with us will be governed by terms and conditions referred in **Annexure-A**. However when you are placed at any of our client site the rules and regulations of the client company would be applicable to you with regard to Office Timing, Dress Code, Lunch, Transportation and Annual holidays.

Please sign the duplicate copy of the letter and return it to us within a day as a token of your acceptance of this appointment letter.

We look forward to a long and mutually fruitful association with you.

Yours Sincerely,  
for **HTC Holdings Private Ltd.,**

(Bhaskar Rao Ramineni)  
**Authorized Signatory**

I have read, understood and I accept the above appointment offer along with the terms and conditions listed, including **Annexure - A and B**. I will be reporting for duty on or before **September 01,2014**

**Signature** :

**Name** : Naveen

**Date** :



**Annexure - A**  
**Terms & Conditions**

**1. Office Timings:**

Our general office hours are 09.00 a.m. 6.00 p.m. The timings will different if you are required to work in shifts, which will be notified to you periodically.

**2. Dress Code:**

All employees have to adhere to the dress code as per the company's rules and regulations. Dress code s for males will be dark colored pants, light colored full sleeved shirts with a tie and black or brown leather shoes and churidhars, salwars, or sarees for females.

**3. Pick Up and Drop Facility:**

Pickup and drop facility is available from the MEPZ main gate to the office and from the office to the MEPZ main gate.

**4. Certificates and Other Documents:**

You are requested to submit photocopies supporting your educational qualification as well as experience letters, service certificates, salary certificates, relieving letters from your previous/present organization, birth certificate, address proof, passport copy, copy of PAN number, and 3 color passport size photographs.

**5. Reference Check:**

The reference provided by you will be checked. Further if you have prior experience your previous employer reference(s) will also be checked. Please note that this offer / appointment will stand null and void under the following circumstances where you will not be eligible for any pay out and possible legal action would be initiated:

- If there are any discrepancies with respect to the data provided by you than by previous employer (s) / references
- Non disclosure of data which under normal prudence is a vital factor in deciding your employment
- Negative feedback from your previous employer

**6. Lunch Break:**

30minutes of lunch break between 12.30 and 2.30 pm..

**7. Performance Review & Increments:**

Employee performance reviews will be conducted upon the completion of each year. Associates completing their first year of service between August and January will have their reviews in January and those completing the service year between February and July will have their reviews in July..

**8. Privilege Leave:**

Employees are entitled to avail Privilege Leave only on completion of 12 months of service with the Company. During the first five years of service, employees are entitled to Privilege Leave of 15 working days per service year.. On completion of five years of service in the company, employees are entitled to Privilege Leave of 20 days per financial year.

**9. Sick Leave:**

Sick Leave will be granted at the discretion of the company taking into consideration any medical advice.

**10. Casual Leave:**

Casual Leave may be granted subject to exigencies of the company's business. However, casual leave cannot be taken for more than one day at any time. Any time off other than company holidays will be adjusted against the privilege leave. Please refer to Employee Handbook (<http://storagesvr/ehandbook/>) for detailed leave policy.

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## Annexure - B

THIS AGREEMENT made at Chennai, this 21-04-2014, between **HTC Holdings Private Ltd.**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at SDF I, Phase I, MEPZ, Tambaram, Chennai – 600 045 (hereinafter referred to as "HTC", which expression shall unless repugnant to the meaning or context thereof shall be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND **Mr. Naveen Ponguru** Son of **Mr .Sreenivasalu** residing at No:1-177, West Street, Gangavaram(VILL), Kovur(MD), Nellore(DT), Andhra Pradesh-524137(hereinafter referred to as "Employee"), which expression shall unless repugnant to the meaning or context thereof shall be deemed to mean and include his/her heirs, representatives, and assigns) of the **OTHER PART**;

**WHEREAS** the Employee, by virtue of his/her technical nature of employment is required to undergo training and interactive programs during his/her employment with HTC to further enhance his/her expertise in his/her areas of performance, and is proposed to travel to HTC's Client location/s in the United States of America, Canada, UK, Europe, Middle East, Asia Pacific and Australia for Training/on onsite deputation to HTC or any of its affiliates or any other client location / Countries.

**WHEREAS** HTC has incurred and will be committing substantial amount of financial and other resources for the purpose of arranging suitable training, suitable visa, travel related costs, insurance, onsite assistance, financial or otherwise, for the Employee which otherwise would not have been incurred by HTC had the Employee remained offshore in India as an employee of HTC.

**AND WHEREAS** the parties to this Agreement deem it necessary, just and proper to protect the business interests of HTC and the Employee, and therefore the Employee has agreed to bind himself/herself by way of the present Agreement, the terms and conditions whereof are set out herein below: -

1. That in consideration of HTC incurring cost towards employee's onsite deputation, employee unconditionally agree to remain in HTC's employment during the term of his/her entire onsite deputation and further agree to remain in the employment for at least 1 (One) Year from the date of return from onsite deputation.
2. That the Employee further undertakes to bind himself/herself to remain in the employment of HTC for a minimum period of One Year from the date of his/her return from onsite deputation other than for reasons of physical inability, death or HTC initiated terminations for reasons of Employee's fault, fraud, indiscipline or non performance of given responsibility, disciplinary action etc.,
3. That the Employee further undertakes that should he/ she terminate employment within the timelines specified herein above, he/she shall be liable to pay a minimum sum of Rs. 4,00,000/- (Rupees Four Lakhs Only) to HTC towards the recovery of the costs incurred by HTC for the purpose of recruiting, training, onsite visa, travel and other onsite expenses incurred by HTC with respect to the Employee and such further expenses as HTC will be required to incur in finding a suitable replacement for the Employee leaving and thus putting HTC to suffer losses and costs thereof.
4. The employee hereby irrevocably authorize the company to withhold, appropriate and adjust any amount payable to him / her towards money due from the employee. If the amount so adjusted is insufficient then the employee agrees to personally pay the balance due to the company.





5. That the Employee has understood the contents and scope of this Agreement prior to executing the same and has willingly without any kind of coercion or undue influence or pressure from HTC or from any other party, has consented to go onsite by agreeing to the terms of this Agreement on his/her own volition and has in sound mind understood the same.
6. It is agreed by and between the Employee and HTC that any dispute with regard to these presents shall be subject to arbitration to be conducted by a single arbitrator nominated by HTC at Chennai and the award passed by such arbitrator shall be final and binding on the parties hereto.
7. The validity, construction, interpretation and performance of this Agreement will be governed by Indian Laws and adjudicated upon by a competent Court in Chennai.
8. This agreement shall be in addition to the terms and conditions stated in the Employment Letter, Employee Handbook and any other Agreements, MOU's and written correspondence signed prior & subsequent to the signing of this Agreement.
9. HTC reserves the right to inform immigration authorities of any breach of employment terms by the Employee while on HTC sponsored/processed visa.
10. This agreement becomes operative whenever the employee is deputed for overseas travel.

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first hereinabove written:

SIGNED, SEALED AND DELIVERED  
by the within named **HTC Holdings Private Ltd.,**  
through its Authorized Signatory

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Authorized Signatory

SIGNED AND DELIVERED BY  
the within named **Employee**

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Employee