

Ref No: iGTB/22-23/16523

Date: 28 Nov 2022

Navaya Shree

Near Bank of Baroda opp., Kabristan Ratu Road
Ranchi –834005, Jharkhand, India

Sub: Your Offer of Employment in IntellectDear **Navaya Shree**,

Thank you for the time you invested in exploring career opportunity with Intellect. Through the off campus hiring process we have determined that your capabilities are aligned to the organization requirement and have hence chosen to invite you to be part of the Intellect family!

Congratulations!!!

We believe that the prosperity of an organization is defined by the power of thought, of both individuals and teams and therein we put 'Design Thinking' at the core of everything we do. This maximizes our chances of getting to a state of mind that is 'Fulfillment'; as we create opportunities for ourselves to contribute to our fullest capacity with the freedom to think and act differently. This, in turn is possible with us having the feeling of belongingness. Hence, for us, all employees are associates and you are set to become one of our fellow associates.

This invitation to you is to join us as **Project Engineer in Grade T110**. Your initial joining location shall be **Chennai**. Post successful completion of the training program, based on the business needs, we will explore all opportunities to post you at the location preference that you have indicated to us. We would love for you to join the team on **01 Dec 2022** and you may let us know of your consent of joining us on or before **01 Dec 2022**.

Your gross compensation shall be **INR 5,50,000/- (Rupees Five Lakhs Fifty Thousand only) per annum**. The details of the same are as in Annexure-A of this Offer of Employment. The organization is confident of its ability in hiring some of the best talent in the industry and you are one such talent. Backed by this confidence the organization is happy to assure you **100% of your variable pay component for the first year** of employment with us. However, we would like to see you earning up to the maximum of **130%** of your variable pay component. The same shall be determined through the robust Performance Development Dialogue process that measures contribution during every year and sets you up for success in the next year.

When all of us come together as associates of this organization placing the interests of us humans above everything else, it is important that we have the ecosystem of policies and practices that enable us to exercise our rights freely. This is possible with everyone in the organization respecting each other as individuals, playing their part in protecting and nourishing the collective work culture. Towards this, we have set some boundaries / norms / rules for ourselves as associates of the organization and shall abide by the same in all circumstances. As we evolve, we do make changes to the rules governing ourselves to be aligned to the demands of the environment and associate needs. We will continue to abide by the changes as and when they are made. Given below are a brief on some of the key terms that govern us when we are in employment with the organization.

(Signature of Associate)



1. Employment Terms:

A. Service Rules: Your services in Intellect will be governed by the service rules and regulations, which are in force or which would be brought into force from time to time, as applicable to all Associates of the Company. Some of the service rules are enumerated below in this document. In addition to these, all Company policies and Associate related guidelines are made available on the intranet of the Company. Changes/amendments to these policies and guidelines are made taking into consideration Company's and associates' best interests from time to time. You are advised to go through these policies and adhere to them during your employment with the Company.

B. Full Time Work: Your position is a full time employment and you shall devote yourself exclusively to the business of the Company. You will not take up any other work – part time or otherwise – or work in advisory capacity or be interested directly or indirectly in any other trade or business without the prior written consent from the Company during your tenure of association with the company. The Company reserves the right to alter or allocate different responsibility to you from time to time depending on the business needs of the Company.

C. Code of Conduct: You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interest of the Company and will at no time do or say anything which compromises the Company's goal or reputation. If there is any breach of the same, or the terms and conditions laid down in code of conduct, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein.

D. Past Record: If any declaration given or information furnished by you to the Company proves to be false/forged or if you are found to have willfully suppressed any material information, you will be liable to be removed from services without any notice or compensation whatsoever.

E. Responsibilities: You are expected to perform effectively to ensure achievement of required results and you will be required to work under the supervision of such officers as directed by the Company from time to time. Your performance in the assigned role will be periodically reviewed and the feedback will be shared with you. In the event of your performance not measuring up to the expectations of your supervisor, the Company reserves the right to take suitable recourse up to and including termination of your services.

F. Confidentiality: You are expected to maintain utmost secrecy in regard to affairs of Intellect and shall keep any information of Intellect, whether written or oral, confidential. Please note that the terms and conditions of your services with Intellect shall be treated as strictly confidential and you are expected not to divulge its contents to any associate of the Company or any person connected with the Company. With respect to the confidentiality obligations undertaken, you shall sign a Non-Disclosure Agreement on joining of Intellect. If required by Intellect or its Clients, you will sign further confidentiality agreements or the like to further protect the interest of Intellect and/or its Clients. The confidentiality obligation will be perpetual in nature. Your service shall be terminated with immediate effect without any prior notice in the event of breach of confidentiality provision.



2. Leave Eligibility

You are entitled to Leave benefits during your employment with the Company. Annual eligibility of Earned leave will depend on the length of service of the Associate. For the first three years, the eligibility is 15 days of earned leave and 6 days of sick leave. Detailed terms and conditions relating to leave eligibility are provided under leave policy on the intranet and any changes made in the same shall be binding.

3. Working Hours

Intellect observes a 5-day work week with Saturdays and Sundays as weekly holidays. The office hours are from 08:30 am to 05:30 pm, with staggered lunch break of 30 minutes between 12:00 PM and 02:30 PM. Associates are expected to follow the client's working hours and holidays while on deputation to client's site in India/other countries. In the event an Associate fails to register attendance consecutively for 3 working days, without any prior notice to their immediate manager or concerned HR partner, the organization shall initiate appropriate disciplinary action against the Associate as per policy.

4. Transfer


Please note that Intellect has the right to transfer you to other locations of Intellect or to transfer you to work for its Group companies or for its Clients, at their respective locations, whether in India or abroad as per the business requirements.

5. Medical Fitness

You are required to continuously maintain yourself in a state of good medical fitness, both physical and mental so as to perform well and to discharge your assigned responsibilities adequately while in employment. If at any point in time, during your employment with the Company, you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated as per the Company rules notwithstanding anything mentioned in this document or otherwise. You agree to submit yourself for any medical check-up at any time if called upon by Intellect or its clients when assigned to work at their premises.

6. Associate Representation

- a) Your continued employment with the Company is solely based upon the representations and information furnished by you to the Company, including (but not limited to) your educational and professional qualifications, being true and accurate at all times.
- b) You shall submit any documents requested by the Company but pending your submission [on the day/within seven days] of joining. You further acknowledge and represent that the submitted documents shall be consistent with the information provided to the Company during the release of this Offer Letter.
- c) If, at any point in time, your representation regarding your qualifications and/or experience is found to be incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS terminate your Services with immediate effect and without notice; without incurring any liability whatsoever thereof for the Company. Notwithstanding anything contained herein, you shall indemnify and hold the Company harmless from all cost, losses, damages and liabilities that may have been caused to the Company due to such incorrect and/or false and/or fraudulent and/or forged representation and the company shall be entitled to seek specific performance or other injunctive or equitable relief as a remedy apart from



claiming indemnity from you, without limitation. Company shall also claim liquidated damages amounting to Rs.500,000/- (Rupees Five Lakhs only).

- d) A negative outcome of any candidate reference and background verification undertaken by the Company may result in the termination of your employment with the Company. In such a case, you will not be entitled to the period of notice, or pay in lieu of notice, set forth in Section [●] of this Offer Letter.

7. Notice Period & Termination

- a) Your employment may be terminated by either party upon giving 90 day's notice or 90 days salary in lieu of notice period (Whereas salary in lieu of notice period as an option can be exercised by the employee only upon approval from the Management). "Salary" for the purpose of notice period will mean "Annualised Monthly Components" as given in the compensation break up sheet in this 'offer of employment' or subsequent revision letters. Notwithstanding anything contained herein, the Company shall have the right of immediate termination of your services without giving you 90 days notice period or 90 days salary in lieu of notice period, if it is found, at any time, that you have been, or are convicted by a Court of Law or penal proceedings are initiated or pending against you before any Court of Law i) for offence(s) involving moral turpitude and/or ii) offence(s) of non-cognizable nature and/or iii) for an offence(s) which the Company considers that the same may be prejudicial to the interests of it and its reputation thereof and iv) any proven misconduct.
- b) You are required to sign a training agreement with the Company to remain employed with the Company for a minimum period of two (2) years from the date of joining, which agreement will include you paying a sum of Rs. 1.5 lakh in lieu of any breach of obligations set forth therein.


8. Intellectual Property Rights

You acknowledge and represent that the Intellectual Property Rights (IPR) in all the work(s) done by you during the time of your employment or contract or assignment in any manner with Intellect or its Clients will be deemed as work done for hire and it belongs to Intellect perpetually and without any claim from you. IPR would mean rights in software, systems, documentations, designs, tools, inventions, patents, utility models, trademarks, knowhow, designs, drawings, specifications, reports, copyrights, source code, flowcharts, algorithms, moral rights, database rights, semiconductor topography rights, etc. (whether or not, in each case, the right is registered and including applications for, and any right to apply for, such registrations) and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may subsist anywhere in the world, together with all renewals and extensions to such rights. As and when requested by Intellect, you shall sign all such documents and instruments including any actions that is required to effect the purpose of assignment of IPR to Intellect during your tenure with Intellect or otherwise.

9. Non-solicitation of Customer(s)

You shall not during the term of your employment with the Company and a period of 1 year thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly:

- i. Assist, aid, induce, facilitate or cause any customer or client of the Company who is an existing client or customer of the Company or who had been a customer or client or who becomes customer or client of the Company during your term of employment with the



Company, to cease, terminate, discontinue either any part or whole of its business with the Company;

- ii. Solicit the business of any current or future client, customer or licensee of the Company either for yourself or for any other organization.

10. Restriction on Joining a Customer

You agree that for a period of one (1) year following the termination of your employment with Intellect for any reason, you will not: (a) accept any offer of employment from any customer of Intellect, where you had worked in a professional capacity with that customer in the one (1) year immediately preceding the termination of your employment with Intellect; (b) undertake a project or provide services to any such customer, either directly as an employee of the customer or as independent contractor or through any other company or agency, where you had worked in a professional capacity in the one (1) year immediately preceding the termination of your employment from Intellect. You further agree to undertake that you will disclose information on the existence of conditions mentioned in this clause to the company or agency where you would seek employment or get employed within the period of one (1) year following your termination of your employment with Intellect for any reason.

11. Non-Solicitation

You shall not during the term of your employment with the Company and any time thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly abet, induce, facilitate, contact or deal with the employee(s) of the Company or its associated entities for the purpose of making such employee(s) leave the Company and/or hiring them either for yourself or for any other organization, entities, etc.

12. ISMS

You shall read and understand the information security training material(s) of Intellect and complete the ISMS Certification within one month of your joining Intellect, failing which appropriate disciplinary action as per Intellect policies may be initiated against you, including withholding of your salary till such period you complete the ISMS Certification.

13. Superannuation (Retirement)

You will retire in the normal course from the services of the company on attaining the age of superannuation, which would be the end of the month following your 60th birthday.

We wish you all the very best and look forward to a long and mutually beneficial association.

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter.

Yours sincerely,
for **Intellect Design Arena Ltd.**,



PADMINI SHARATHKUMAR
CHIEF TALENT OFFICER



I have carefully read and understood the above offer terms including the terms contained in Annexure A and agree that the provisions of this letter and the Annexure A are reasonable and necessary, and accept the same irrevocably and unconditionally. I agree to update myself of all company policies and associate related guidelines available on the Company intranet and adhere to them during my tenure of employment with the Company.

Signature :

Name :

Date :

Annexure -A - Compensation Structure Break Up

Components	Per Annum Amount in INR
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A. Annualised Monthly Components

Basic	1,80,000
House Rent Allowance	90,000
Advance against Statutory Bonus	16,800
Special Allowance	1,89,454
Total (A)	4,76,254

B. Retiral Benefits

Provident Fund	21,600
Gratuity	8,658
Superannuation	
Total(B)	30,258
Fixed Component (A+B)	5,06,512

C. Variable Pay

Individual Performance Based Pay	30,390
Team & Orgn Performance Based Pay	7,598
Annual Performance Driven Pay (C)*	37,988

D. Other Benefits

Medical & Accident Insurance	5,500
Benefits (D)	5,500

Total A + B + C + D	5,50,000
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Provident Fund: Employer contribution as per provisions of the Provident Fund Act

Gratuity: The eligibility and payout shall be as per the Provisions of the Payment of Gratuity Act

Superannuation is an optional Retirement Benefit. Associate may choose to contribute 5% of Basic Salary. Please refer to Superannuation policy for more specific details in the associate induction handbook for more specific details.

Variable Pay / Annual Performance Driven Pay (APDP) are linked to performance against targets that are set and agreed with your supervisor. The payout amount is assured with 100% for the first year. The earning potential can extend up to 130% of the eligible amount. Associates on the rolls of the organization on the day of disbursement will be eligible for the same.

Medical Insurance Premium amount shown in the above table is nominal only. The organization is currently investing close to INR 10,000/- p.a for your medical insurance. The amount insured for you is INR 3 lakhs per annum.



LIST OF DOCUMENTS TO BE SUBMITTED ON DATE OF JOINING

At the time of joining, you are requested to bring the below mentioned documents in **original**, with a copy of each.

1. **Three passport size photographs with red background**
2. **Copy of 12th Standard Mark sheet**
3. **Provisional certificate for Under Graduate Degree along with Semester wise Mark sheet**
4. **Copy of Aadhar Card**
5. **Pan Card number (if available)**
6. **Copy of Passport – first and last page (if Passport is available)**