

Date – 5th February 2024

Harshal Mandale

**Hivare Kumbhar,
Hivare,
Maharashtra, 412208
India**

Dear Harshal,

Welcome to **Nixel Software Solutions Pvt. Ltd.**

We are pleased to offer you an appointment for the post of “**Junior Software Developer**” on a permanent role with **Nixel Software Solutions Pvt. Ltd.**

Appointment

1. Your date of appointment is effective from **05th February 2024**.
2. You will be on probation for a period of **6 months** from the date of your appointment. After completion of your Probation Period, if your services are found to be satisfactory, your employment with the company will be deemed to be confirmed unless you are informed in writing. Company reserves the right to reduce, dispense with or extend your Probation Period at its absolute discretion. During the Probation Period or any extension thereof, you will be liable to be discharged from your employment with the company at any time without any notice assigning any reason.
3. Your base location of employment is **Nixel software solutions Pvt Ltd B-918, Suratwala Mark Plazzo, Hinjawadi IT Park Phase 1 Hinjawadi, Maharashtra 41157**. However, you may be transferred or asked to relocate to any of our units/departments or affiliates and /or offices of our customers situated anywhere in India or abroad. In such case, you will be governed by the terms and conditions of service applicable to the new assignment and your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.
4. In case of relocation, the company will not be liable to provide any travel, food and accommodation expenses.

Compensation

1. Your total compensation package (**CTC**) shall be **INR 2,30,000/- (In Words: Two Lacks Thirty Thousand Only)** per annum. Your compensations and benefits are detailed in the attached Annexure “A”.
2. You will be entitled to other compensation and benefits in accordance with the Company policy as modified and intimated to you from time to time.
3. You will be granted **24 leaves** per calendar year which will be accrued on a pro rate basis and **15 public holidays**. This will be as per the leave policy which will be announced from time to time.

4. Your salary will be reviewed periodically as per Company policy. 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.
5. You should be employed with the Company for a period of minimum **6 months**, before being considered eligible for any salary review which will depend upon your performance and client's feedback.
6. Your salary and other compensation payable under this appointment are subject to deductions as per the provisions of the Income Tax Act, 1961 and other statutory provisions in force from time to time.

Other benefits

1. **Provident fund** - 12% will be contributed towards your Provident Fund. The employee contribution as well as the employer contribution will be a part of your CTC.
2. **Company Performance Bonus** - You will be entitled to a Company Performance Bonus (as per the Company policy).
3. **Working Days & Hours**
 - a. Normal working days are **Monday to Saturday (On demand)**
 - b. Standard working hours of the Company are **10.00am to 7.00pm**. These timings may change at the discretion of the management and will be intimated to you accordingly.
 - c. Certain projects including projects requiring **24 X 7** support, may require an employee to work outside standard working hours as per the requirement of the business. In case you are assigned to such project, you may be required to work in shifts, as informed by your manager from time to time or as required by the client.
 - d. In case you are working on site, your working hours, public holidays, and week offs will be as per the client's terms and conditions.

Notice Period

1. Under Probation period, the notice period for the termination of this employment agreement will be of **15 Calendar Days** from both the parties.
2. Upon confirmation of the employment, the notice period for the termination of this employment agreement will be of **1 Month** from both the parties.
3. If the nature of employment is performance or target based, they will be reviewed every quarter and company reserves the right to terminate this employment agreement in case of non-performance, with applicable notice periods mentioned above.
4. The company reserves the right to terminate this employment agreement immediately, in case of any gross misconduct or any breach of company policies.
5. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

Retirement

1. You shall retire on the day of completion of **60 years** of age. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company.
2. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

Conflict of Interests

1. During your employment with **Nixel Software Solutions Pvt. Ltd.** you will not engage yourself directly or indirectly in any professional or personal activity which might be considered prejudicial and detrimental to the lawful interests of the Company. The employee shall always keep the Company duly informed in writing about all such personal or professional activities that may potentially be detrimental to the Company's lawful business interests.
2. In case of non-compliance to clause 1, Company shall be at liberty to terminate employment of such employee without any notice and initiate civil and/or criminal legal action as may be deemed fit and seek indemnity and damages caused to the Company.
3. You are required to engage yourself exclusively in the work assigned by **Nixel Software Solutions Pvt. Ltd.** and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the written approval from the Company management.
4. After the termination or cessation of your employment, for whatever cause or reason, you shall not take up employment with any client that you worked with on behalf of **Nixel Software Solutions Pvt. Ltd.** for a period of at least **1 year**.
5. The Conflict of Interests Policy also refers to the need on your part, during your employment and for a period of **1 year** from the cessation of your employment with **Nixel Software Solutions Pvt. Ltd.** (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any employee of **Nixel Software Solutions Pvt. Ltd.** to terminate their employment with **Nixel** or to accept employment with any competitor, supplier, or any customer with whom you have a connection.
 - b. Any customer or vendor of **Nixel Software Solutions Pvt. Ltd.** to move her existing business with **Nixel** to a third party or to terminate their business relationship with **Nixel**.
 - c. Any existing employee to become associated with or perform services of any type for any third party.
6. In case of dispute that may arise due to Conflict of interest of the employee, it will be settled at the courts of Pune, Maharashtra or Mumbai, Maharashtra Jurisdiction.
7. In case of any conflict or doubt, please discuss the matter with your managers/ and resolve the conflict.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied with the outcome of the background checks, the Company, at its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that **Nixel Software Solutions Pvt. Ltd.** requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

You expressly consent to the Company conducting such background checks.

Confidentiality

The terms of employment are strictly confidential between the employee and the Company. You cannot disclose or divulge or make public, except legal obligations, any information regarding the Company or Company affairs or administration carried out at the time during the employment or after without consent of the Board of Directors.

You should understand that all software, hardware, equipment, and systems provided by the Company, or its affiliates are for the sole purpose of enabling you to fulfil your official duties. In addition, you may be provided access to Third Party material such as Company's customer's and vendor's software, hardware, equipment, systems, data, and other customer proprietary material to fulfil your official duties. In no event, shall you copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code or use Company's Material or Third-Party Material to create a derivative work, unless expressly authorised in writing in advance by Management.

Upon termination of employment, all Confidential Information, Company Material, Third Party and Work Product provided to or produced by the employee shall be returned to the Company.

In case of breach of any clause the Company is entitled to take the legal action or compensation in lieu thereof, as decided by the management.

Responsibilities & Duties

Your duties will include efficient, honest satisfactory performance and discharging of responsibilities. As an employee, you will maintain a high standard of loyalty, integrity, and will liaise with other employees of the Organisation to the best of your abilities and in the interest of the Organisation.

Rules & Regulations

You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be affected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned, or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavour to promote the interest and business thereof.

Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same once you join the Organisation.

Acceptance of the Appointment cum Offer letter.

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter. Also, I hereby declare that nothing apart from the above-mentioned clauses have been committed to me during the selection process.

We welcome you to this organisation and wish you a successful career with us.

Yours sincerely

For Nixel Software Solutions Pvt. Ltd.

For Nixel Software Solutions Pvt. Ltd.
N. Kale
Director



Nikhil Kale
Director

I accept the above Terms and Conditions. Further, I also confirm that I have read and understood the following Annexures (which are enclosed to the offer) and hereby assure that I will abide to all the conditions mentioned.

Harshal Mandale

Employee Signature

Date: 5/02/2024

ANNEXURE "A": Compensation Details (Salary & Applicable Benefits)

Salary Components	Monthly (Rs)	Annual (Rs)
Fixed Salary Component-		
Basic	7,666.67	92,000.00
House Rent Allowance	3,281.33	39,376.00
Special Allowance	6,024.08	72,289.00
Gross Salary	16,972.08	2,03,665.00
Employer Contributions		
PF Employer 12%	1,642.89	19,714.68
ESIC	551.59	6,619.11
Total CTC	19,166.57	2,29,998.79
Less Deduction from salary:		
PF Employee 12%	1,642.89	19,714.68
ESIC	127.29	1,527.49
Professional Tax - Jan-march(not feb)	200.00	2,500.00
Net Salary	17,196.39	2,06,256.63
Net Take home	15,001.90	1,79,922.83

Note:

All matters relating to compensation are (STRICTLY CONFIDENTIAL)

Any breach of this may result in immediate termination of services

All tax liabilities arising out of the above shall be borne by the associate.

For Nixel Software Solutions Pvt. Ltd.

For Nixel Software Solutions Pvt. Ltd.
N. Kale
Director



Nikhil Kale
Director

Date: 5/02/2024

Harshal

Employee Signature
Harshal Mandale