

August 01, 2023

Nikhil Y  
H.No. 484, 8th Cross, SRY Layout,  
Vaddarapalya, Mylasandra, Begur Road,  
Bengaluru - 560068

With reference to your application and subsequent interviews and discussions you had with us, we are pleased to offer you an appointment as **Jr. Service Consultant**, on the following Terms and Conditions:

**A. Pre-Employment Terms and Conditions:**

1. This offer of employment is based on the information provided by you and by accepting this offer you specifically authorize the company or any external agency appointed by the company to verify your educational, employment history, conduct and any other background checks prior to your joining the company or thereafter. You shall extend your cooperation during such verification. This offer and subsequent appointment may be withdrawn or terminated if any information provided by you is found to be false or willfully suppressed.

You are required to inform us if there are any agreements, oral or written, which will restrain you from accepting this offer or from discharging your duties effectively on appointment.

Please sign and return the duplicate copy of this letter of appointment in acceptance of our offer and the Pre-Employment and the Employment Terms and Conditions on or before **August 01, 2023**. You are required to join our organization on or before **August 01, 2023** as discussed.

**B. Employment Terms and Conditions:**

**1. Date of Joining:**

Your appointment and the terms below become effective from the date of joining the services of the Company, which date shall be not later than **August 01, 2023**.

**2. Designation:**

Your designation shall be **Jr. Service Consultant**. In performance of your services as an employee you will be assigned to a project unit and your Bonus Structure as set out in Clause 3 below and other facilities of the Company shall be payable / provided based on the criteria as set out by the Company. You may be assigned / reassigned to different units at the discretion of the Company.

**3. Compensation:**

- a. That in performing your services as **Jr. Service Consultant**, you shall be entitled to a Gross Remuneration (CTC) as set out in Annexure-1. That you shall keep the salary details confidential at all times. Such salary shall be subject to tax deduction at source in terms of the Income Tax Act, 1961.
- b. In addition to the above, you shall be eligible to Bonus Pay which shall be as decided by the Company upon achievements of corporate targets of the Company from time to time.

- c. **Entitlement to participate in the “incadea Bonus Pay Program”:** The employee shall be entitled to participate in the “incadea Bonus Pay Program” subject to conditions in the currently applicable program, unless the employment is terminated during the probationary period by a notice of termination, or in any other way. During the first year of employment, the participation will start at the Successful completion of probation of employment relationship. The Bonus Pay program stipulates the payment of a corporate annual performance-related Bonus Pay and references a close correlation company success, profits and individual roles within the system. An entitlement for Bonus Pay payment arises exclusively at the achievement of the company targets. This is does not apply to the individual targets which solely depend on the personal performance. The Bonus Pay program is always effective for one fiscal year and will be provided to the employee at the beginning of his employment. The employer shall define the Bonus Pay program for the forthcoming fiscal year always until the end of the running fiscal year. Further details and regulations in connection with the Bonus Pay arrangement, e.g. proportionate calculation in case the employee leaves the company or in case of absence times, result from the relevant valid Bonus Pay program.
- d. **Payment in lieu:** With the compensation stated under §3 No.3 of this contract any further vacation allowances or similar special payments are covered

**4. Probation:**

On joining the Company, you shall be on probation for six months. However, the Company reserves the right to extend the probation period by further period of six months. During your probation this period, your employment may be terminated by the company at any time by providing to you 30 days’ notice in advance and without assigning any reason whatsoever. Provided if you wish to resign during the probationary period you will be required to provide 30 days’ notice. Notwithstanding anything stated above, the Company may in addition to the notice period require you to complete the project undertaken by you before relieving you. Upon satisfactory completion of probation period, the Company will confirm the Employee’s services. However, the Company reserves the right to confirm the Employee even before the completion of the probationary period or to extend the probationary period or to terminate the services at any time on unsatisfactory performance at any time during the probationary period.

**5. Working Hours:**

You may be required to work in shifts and/or in extended working hours, as permitted by law and as per the requirements of the project.

**6. Travel and overseas postings:**

Depending on the job requirement you should be willing to travel anywhere within India or abroad. While you are travelling you will be paid your salary along with other benefits as per the company policy.

**7. Increments and Promotions:**

Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on the Company’s rewards program notified from time to time.

**8. Confidentiality of Agreement:**

That you will not at any time, without the consent in writing of the directors, disclose, divulge or make public, except in legal obligations, any information regarding the company’s affairs or administration or research carried out, whether the same may be confined to you or become known to you, in course of your service or otherwise. Failure to maintain confidentiality will be treated as a serious offense and a breach of the Code of Conduct.

**9. That you shall not in relation to the Confidential Information:**

- a. Use the Confidential Information for any purpose other than the performance of your obligations as an employee;
- b. Not to disclose Confidential Information to any person other than in accordance with the instructions of the Company; and make every effort to prevent the use or disclosure of Confidential Information other than as permitted by the company.
- c. That you are required not to divulge any such confidential information to any third party or appropriate such information for your own personal gains. If the Company comes to know of the violation of the above condition, then the Company reserves the right to initiate appropriate legal actions against you for breach of confidentiality.
- d. The Company also reserves the right to insist on yourself to sign a separate Confidentiality Agreement.

**10. Termination**

At any time during your employment, the Company will be entitled to terminate your services by giving you 90 days' notice in writing, or by payment of 90 days salary in lieu of such notice. In the event you desire to leave the services of the Company at any time during your employment, you will be required to give the Company 90 days' notice in writing or 90 days salary in lieu of such notice. Provided in the event you desire to leave the services, the Company shall have the sole discretion to waive the requirement of service of notice period or payment of notice period salary and relieve you with immediate effect without any further liability for payment of salary or any other sums. Notwithstanding anything stated above, if you are in the middle of a project at the date of your resignation, in spite of the notice as above, you shall not be relieved from the Company unless you have trained a replacement for the project to the satisfaction of the Client.

Notwithstanding anything stated above, The Company shall be at liberty to terminate your service without any notice in the event of: a) Indiscipline, dishonesty or negligence of duty and non-performance b). You are being unable to attend the duties effectively in account of prolonged ill health. The decision of the competent authority shall be final and binding on you.

During the period of investigation into such circumstances, you are liable to be suspended from duty without any wages or salary. You will not leave the job before one year after successfully completing the probationary period. Thereafter you cannot leave the job for at least of 6 months after your return from an off shore project either for business or for training.

**11. Non-Compete:**

On the termination of your services, you will not seek employment or in any manner be associated with our clients, associate, companies, agents, vendors and partners. This will hold good for a period of one year from the date of separation. You will also not entice existing staff to separate from the company any time after separation.

**12. Transfer**

During your employment with the Company, the Company may at any time, at its sole discretion, transfer or depute you to any other departments of the Company or to any division, subsidiary, associate or affiliate, customer / client of the Company in India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of the associate, subsidiary of affiliate as the case may be in addition to the terms and conditions mentioned herein.

### 13. General Provisions -

- a. As an employee in the full-time employment of the Company, you are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company.
- b. That you confirm the educational qualifications declared by you in the Bio-data are true and correct. You shall produce the original certificates evidencing your educational qualifications and such other documentary proofs as and when required by the Company.
- c. You will be subject to the Company's Rules and regulations/Employment Manual for the time being in force and as varied from time to time. That, a copy of the Rules and Regulations /Employment Manual of the Company have been forwarded to you and that you have read and understood the same. It shall be your duty and responsibility to obtain compliance of the rules from all your sub-ordinates and comply with them yourself.
- d. That you will not engage in any activity which is detrimental to the interest of the Company.
- e. That you shall be responsible for the safe custody of all the Company's assets, documents, which may come into your custody during the course of your employment. That you shall on your termination / resignation, return all such documents and assets promptly to the Company.
- f. That the Company has a right to initiate appropriate disciplinary actions of punishment of any nature for any kind of misconduct committed by you. The Board of Directors or their duly authorized representatives shall be the sole judge of your work, performance, punishment, misconduct, discipline and conditions of work.
- g. Notwithstanding anything said in this Letter, during the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, the amount of any damage the Company may have sustained.
- h. That the information acquired by you relating to Company's activities/intellectual property rights, trade secrets, know-how and other financial information are all confidential information of the Company. You are required not to divulge any such information to any third party or appropriate such information for your own personal gains. If the Company comes to know of the violation of the above condition, then the Company reserves the right to initiate appropriate legal actions against you for breach of confidentiality. In addition, you are required to sign the attached Employee Confidential Information Agreement with the Company, prior to joining the services of the Company which Agreement shall be binding on you in terms thereof.
- i. You will keep us informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

- j. All the components of your salary are subject to the Income Tax Rules and the same would be included in the taxable income and taxed as appropriate based on the Income Tax rules existing from time to time. The Company will deduct taxes as appropriate and consistent with the Indian Tax Regulation. You will be responsible for your tax liabilities under all-applicable tax laws and regulations.
- k. Without prejudice to the duties mentioned above, you will be liable to carry out such other duties /obligations as may be given by the Board of Directors from time to time.
- l. This letter constitutes the complete understanding between you and the Company regarding terms of your employment with the Company. This supercedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this agreement will be effective only if it is in writing, signed by both parties
- m. In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a court at Bangalore. Karnataka, India.

**14. Protection of Interest:**

If you conceive any new advanced methods of improving processes/ formulae/ systems in relations to the operations of the company, such developments must be brought to the notice of the company and will remain the sole right of the company.

**15. Code of Conduct:**

If at any time in our opinion, which is final in this matter, you are found guilty of dishonesty, disobedience, disorderly conduct, absence from duty without permission or any conduct considered by us as detrimental to the interests of the company, your services will be terminated without any notice and you will not be eligible for notice pay.

**16. Retirement:**

You will retire from the services of the Company on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

**17. Background Check:**

Your employment will be subject to a background check in line with the Company's background check policy. If the background check reveals unfavorable results, you will be liable to disciplinary action including termination of service without notice.

**18. On Separation:**

On acceptance of the separation notice before you are relived you will hand over to the Company all the correspondence, specifications, formulae, books, documents, literature, drawings, data, and you shall not make or retain any copies of these items and continue to be bound by the terms of the Agreement.

Accepted:

Signature

Employee Name:

Place :

Date :



Manoj Uppili Srinivasan  
Manager - Human Resources

**ANNEXURE - I**  
**Details of Compensation and Benefits:**

Name : Nikhil Y	Employee Code : I0423
Designation: Jr. Service Consultant	Effective Date : August 01, 2023

Your annual compensation will be as follows (all figures in INR per month)

I.	Annual Salary – Fixed	(INR)	4,50,000
II.	Eligible for Volaris Bonus policy as applicable globally for all staff.	(INR)	
	<b>TOTAL CTC (I +II)</b>	<b>(INR)</b>	<b>4,50,000</b>

Monthly Break up of Fixed Salary (I):

Description	Currency	Amount/Month
Basic	(INR)	15,000
House Rent Allowance (HRA)	(INR)	6,000
Sodexo Meal Card	(INR)	2,200
Flexible Allowances	(INR)	8,000
PF Employer Contribution	(INR)	1,800
Special Allowance	(INR)	4,500
<b>Total</b>		<b>37,500</b>

**Note:**

- Employee contribution to PF, Professional Tax and Income Tax as applicable shall be deducted.
- Gratuity is in addition to above-mentioned breakup.
- You are covered by the Group Mediclaim Policy, Group Personal Accident Policy & Group Term Life Insurance Policy.
- You are also eligible for the bonus as decided by the company on completion of your probation.

Accepted:



Signature :

Manoj Uppili Srinivasan  
Manager - Human Resources

Full Name:

Place :

Date :