

Ref.: Your employment application with Inventrax (#: INV/HR/25-26 /278)

Mr. Pardoom Pandit,
Nausena bhaug, Beas 4b,
Buromala, Jharsuguda,
Odisha, 768201.

Dear Pardoom Pandit,

We are pleased to confirm our offer of employment to you as **“Trainee Software Engineer”** with Avya Inventrax Pvt. Ltd. (herein after referred as **“The Company”**), starting 02nd June 2025 as per the details given below.

Effective date

You have to report to office on 02nd May 2025.

Salary

Your Annual Total Employment Cost to Company (CTC) as an Trainee Software Engineer would be Rs. 2,73,700 PA (Rupees Two Lakh Seventy Thousand Seven Hundred Only). Based on the periodic reviews your compensation package may differ as per the compensation policy applicable to other employees of your category in respective department.

Location

You will be hired out of our Visakhapatnam office. The company may require you to work at other company locations, both within and outside of India. The company will seek to give you reasonable notice of travel requirements, and to take into account your personal circumstances when appropriate.

Term Agreement

As an **“Trainee Software Engineer”** you are entitled to execute the Minimum Term Guarantee with a Term Agreement enclosed in Annexure- VI

Annual Leave

You will be eligible for 1 SL's and 1 EL's which will be accrued on a monthly basis on confirmation and regularization.

Public Holidays

Please refer to the list of public holidays (Annexure V)

Shift Timings

The nature of your role requires flexibility, and as such, you will be scheduled for rotational day and night shifts



Conditions of hire

All appointments are based on the information furnished by you in your employment application and all further clarifications and undertakings. Hence, any false statement or information furnished as above will lead to your dismissal without notice.

You hereby warrant that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform the duties of your employment.

You also warrant that you will be fully responsible for any personal liabilities that may arise as a result of an agreement between you and any third party and the company will in no way be concerned with such liabilities. You will at all times maintain your ability to be employed in India and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the employer informed.

During the period of this employment you should not draw, accept or endorse any cheque or bill on behalf of the company or, in any way, pledge the Company's credit except so far as you may have been authorized by the company to do so, either generally or in any particular case.

Private Information Policy: You will be bound by the Company's Information policy as described in Annex 2 for holding in confidence any trade secrets or confidential business and technical information of the company or its clients.

Intellectual Properties: Additionally, you will also be bound by the Company policy with respect to intellectual property as described in Annexure IV.

Non-Competition: In the event that you leave the company either initiated by yourself or the company, you shall not recruit any employee from the company for a period of 24 months commencing the last day of your employment with the company.

Governing Law: The terms and conditions as stipulated above shall be interpreted in accordance with the prevailing laws in India at that point of time. In the event of any dispute, the parties shall submit to the exclusive jurisdiction of the courts of Visakhapatnam, India.

Confidentiality: The terms of your employment are strictly confidential between you and the company. Discussion of your compensation with any other party or employee will constitute grounds of dismissal.

In addition to the above, you will also be governed by all other rules and instructions/rules/policies of the company, which are not specifically mentioned in this letter.



Sampath Vinyagur, D.No. 50-94-14/3, 1st &
2nd Floor, Santhipuram, Visakhapatnam,
Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
Fax: +91 891 253 6060



www.inventrax.com



Training Related Service Agreements

During the tenure of your employment, the company may incur training/ certification expenses on you. In the event you leave services within a period of 12 months from the date of training/certification, you will be required to reimburse the entire training costs including any travel costs related to the training. Depending on the expenses involved, you may also require to sign a service agreement with the company for a specific period, which will be indicated to you at that time.

Notice Period/Termination

This contract of employment between you and the company may be terminated by either party by giving 60 *days' notice*. However, release from the services of the Company will be subject to satisfactory handover of the responsibilities assigned to you.

In the event of wilful neglect or breach of any terms hereof or refusal on your part to carry out the lawful instructions of any member of the company or being guilty of misconduct, the company may terminate your employment forthwith without notice.

{ } I accept the offer and confirm that there are no other commitments made during the hiring process other than those specified in the offer letter.

Mr. Pardoom Pandit, we believe we can provide you with an atmosphere in which you can develop your professional talents to the fullest.

We look forward to have you in our team.

Yours Sincerely,

Suresh Yerikireddi
CEO



Sampath Vinyagur, D.No. 50-94-14/3, 1st &
2nd Floor, Santhipuram, Visakhapatnam,
Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
Fax: +91 891 253 6060



www.inventrax.com



ANNEXTURE I

Dear Pardoom Pandit,

Your annual CTC is Rs. **2,73,700** PA.

Component	Monthly (INR)	Annualized (INR)
	Income	
Basic Pay	10862	130350
House Rent Allowance	1629	19552
Variable Allowance	4345	52140
Medical Allowance	1629	19552
Leave Travel Allowance	1086	13035
Conveyance Allowance	1086	13035
Personal Allowance	1086	13035
Variable Pay	1083	13001
Total CTC	22808	273700
Provident Fund	2607	31284
ESI	0	0
Professional Tax	200	2400
Variable Pay	1083	13001
Net Pay	18918	227015

****Note → Basic Pay = Basic salary + DA**

Yours Sincerely,
Avya Inventrax Private Limited,

Suresh Yerikireddi
 CEO



Sampath Vinyagur, D.No. 50-94-14/3, 1st &
 2nd Floor, Santhipuram, Visakhapatnam,
 Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
 Fax: +91 891 253 6060



www.inventrax.com



Employment Terms and Conditions

ANNEXTURE II

PRIVATE INFORMATION

The employee agrees with the Company that:

The work for which I am employed is and will be of private nature, and in connection with the performance of my services on behalf of Inventrax, its subsidiaries and affiliates (together with their predecessors and successors), the Company may make available to me information of a private nature as to the Company and the Company clients and prospective client business, strategies, methodologies, operations, technologies (including Computer Software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties (Private Information). I agree that I will receive in strict confidence all such Private Information belonging to the company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the company in maintaining the confidentiality of all such Private Information, and to prevent it from coming to unauthorized hands.

The employee further agrees that:

- I. I will neither copy nor dispute any material, or other information constituting Private Information which comes into my possession as result of my employment by the Company, other than for the Company use.
- II. I will not during the period of employment by the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my employment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an employee of the Company.
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled.
- IV. Upon termination of the Employee's employment or at any time when requested by the Company, Employee agrees to promptly return all Company and client documents and any other company or client property in his/her possession or control and any other materials containing Confidential Information, including all copies of the same.
- V. I agree to abide by the policies and procedures published by the organization from time to time
- VI. "Confidential Information" shall include:

- 1.1 All production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information related to the Company's business or activities;



- 1.2 All computer software belonging to the Company, or received by Employee or to which Employee gains access in the course of employment with the Company and all future products developed or derived there from;
 - 1.3 All discoveries, concepts and ideas related to the Company's business or activities, or derived from material related to Employee's access or to knowledge of any of that material including without limitation Research and Development activities, processes, formulae, inventions, specifications etc.
 - 1.4 All other materials or information related to business or activities of the Company which are not generally known to others engaged in similar business or activities; and
 - 1.5 All information received by Employee or to which Employee gains access in the course of employment with the Company, which is the property of, or pertains to any third party, including without limitation, affiliates and partners of the Company and which would constitute Confidential Information.
- VII. The absence of any marking or statement that particular information is Confidential shall not affect its status as Confidential Information.
- VIII. Copyrights, Patents and Trade Secrets
- A Ownership of Works: The Company shall own all rights, including all trade secrets and copyrights, in and to the following works created by Employee while he/she is employed by the Company, whether created on or off the Company premises: (i) works which relate or arise out of the actual or anticipated business of the Company; and (ii) works which result or arise out of any task assigned to Employee or work performed by the Employee for the Company (collectively "Works"). The Company shall own all such Works even if created outside normal working hours. The Works shall include program codes and documentation. To the extent that any Works do not qualify as works made for hire under copyright laws, this Agreement will constitute an irrevocable assignment by Employee to the Company of the ownership of, and all right to hold in its own name all Proprietary rights in the Works, including but not limited to, all rights of copyright, trade secret and trademark. Employee agrees to give the Company or its designees all assistance reasonably required to perfect such rights.
 - B Assignment of Rights: Employee hereby assigns to the Company his/her entire right, title and interest in any invention, technique, process, device, discovery, and improvement etc hereafter made or conceived solely or jointly by Employee at any time during the term of his/her employment with the Company. Employee will take all necessary actions to enable the Company to secure patent, trade secret or any other such proprietary rights.
 - C Unauthorized Reference to Trademarks: Employee agrees not to make use of trademarks rights except within the scope of his/her employment with the Company. Employee agrees that such unauthorized references will cause significant and irreparable damage to the Company.



ANNEXTURE III

COVENANT

a) The employee agrees that:

I will not (1) for a period of two years after the termination of this agreement, directly or indirectly solicit to provide or provide any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Company and for whom I provide any service as an employee of the Company during the five years prior to my leaving, (2) for a period of eighteen months after the termination of this agreement directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any other firm or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company relationship with its employees; or (3) upon the termination of my employment remove, retain, copy or utilize any confidential privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, data, files, client lists or materials, or other data, publications or materials. The non-complete provisions of this paragraph will not apply to a client of the Company or any predecessor of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company. If the company requests me to terminate my relationship with the Company, the non-complete provisions of this paragraph will not apply to me with respect to those clients of the company, if any, as to which the Company and I reach mutual agreement.

(b) The employee and the Company acknowledge and agree that the duration and geographic scope of the covenants contained in paragraph (a) are fair and reasonable. Accordingly, the employee and the Company agree that, in the event that any of the covenants contained in paragraph (a) are nevertheless determined by a court or arbitration body to be unenforceable because of the duration or geographic scope thereof, the arbitration body or court making such determination may reduce such duration and/or scope to the extent necessary to enable such arbitration body or court to determine that such covenant is reasonable and enforceable, and to enforce such covenant so amended.



ANNEXTURE IV

INTELLECTUAL PROPERTY

Following is a statement of the Company's policy with respect to intellectual property:

Except as otherwise may be agreed by the Company in writing, in consideration of the employment of the employee by the company, and free of any additional obligations of the Company to make additional payment to the employee, the employee agrees to irreversibly assign to the Company any and all inventions, software, manuscripts, documentation, improvements or other intellectual property, whether or not protectable by any national or state laws relating to the protection of intellectual property, relating to the present or future business of the Company that are developed by the employee prior to the termination of his/her employment with the Company, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of his/her duties of employment. The employee agrees that all such intentions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. The employee hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the employee own time unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company actual or demonstrably anticipated research or development or (b) the invention results from any work performed by the employee for the Company. The employee agrees that all services performed by the employee for the Company shall be the original work of the employee and shall not incorporate any third party materials or work in which the employee or any third party asserts an ownership interest without the express written consent of the Company.



Sampath Vinyagur, D.No. 50-94-14/3, 1st &
2nd Floor, Santhipuram, Visakhapatnam,
Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
Fax: +91 891 253 6060



www.inventrax.com



ANNEXTURE V

List of holidays for the year **2025**:

Date	Day	Occasion
14-01-2025	TUESDAY	MAKARA SANKRANTI
15-01-2025	Wednesday	KANUMA
26-02-2025	WEDNESDAY	MAHASIVARATRI
14-03-2025	FRIDAY	HOLI
31-03-2025	MONDAY	RAMZAN
18-04-2025	FRIDAY	GOOD FRIDAY
01-05-2025	THURSDAY	MAY DAY
15-08-2025	FRIDAY	INDEPENDENCE DAY
27-08-2025	WEDNESDAY	VINAYAKA CHAVITHI
02-10-2025	THURSDAY	GANDHI JAYANTI & VIJAYA DASAMI
20-10-2025	MONDAY	DEEPAVALI
25-12-2025	THURSDAY	CHRISTMAS

** The above mentioned holidays are subjected to change.



Sampath Vinyagur, D.No. 50-94-14/3, 1st &
2nd Floor, Santhipuram, Visakhapatnam,
Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
Fax: +91 891 253 6060



www.inventrax.com



ANNEXTURE VI

Performance Improvement Plan

A PIP is designed to help underperforming employees improve by outlining role expectations and areas for improvement with SMART goals. It aims at employee development rather than disciplinary actions.

Implementation of PIP:

1. Identify performance issues.
2. Initiate a PIP meeting.
3. Develop a PIP with clear goals, action steps, resources, and timelines.
4. Monitor progress and provide feedback.
5. Assess improvement and decide on further actions.

Roles and Responsibilities:

- **Reporting Officer/Technical Manager:** Identify issues, initiate PIP, collaborate and monitor progress.
- **Employee:** Actively participate and improve performance.
- **HR:** Provide guidance, ensure policy consistency, and assist with documentation.

Non-compliance may lead to disciplinary actions, including termination.



ANNEXTURE VII

UNDERTAKING & ACKNOWLEDGEMENT

In connection to my continued employment relationship with **Avya Inventrax Pvt. Ltd.** (the Company), the granting to me by the company of access to the knowledge bases, and the participation by the firm in the knowledge sharing process, I acknowledge, undertake and agree as follows:

1. I have been provided with, and have read and understand the company policies in relation to knowledge sharing, intellectual capital, copyright and maintenance of knowledge bases.
2. I agree to act in accordance with all of the provisions of the policies mentioned in point 1, and to safeguard all of the knowledge and information I receive in the course of my relationship with the company whether it is the property of the Company, a client or some other entity which makes such knowledge or information available.
3. I will not use any knowledge, trade secrets or other information that is treated confidentially by the company or its clients including, but not without limitation to, information on the company knowledge bases – except in the proper course of my duties or as otherwise permitted by the company. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means.
4. Without limiting the previous clause I undertake that I will not, nor will I attempt to:
 - a. Remove or take any such Confidential Information; or
 - b. Disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company; or
 - c. Gain personal advantage from trading in or on the basis of Confidential Information;
or
 - d. Cause or procure any other person to deal in the securities of any company on the basis of Confidential Information.
 - e. Obtain not claim any ownership interest in any knowledge or information obtained from Inventrax and its knowledge bases either during the course of or after the termination of my relationship with the company, I recognize that cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my relationship with the company.
5. Subject to clause 6 below, I agree that any dispute arising out of this undertaking & Acknowledgement will be submitted to voluntary mediation as provided in the schedule.
6. Notwithstanding the provisions of Clause 5, I agree that damager or an account of profits may be inadequate compensation for breach of this Acknowledgement and the company may seek an injunction or similar remedy to sustain any conduct or threatened conduct which is or may be a breach of this acknowledgement.
7. This Acknowledgement is governed by the laws of Andhra Pradesh, India. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Acknowledgement.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature

Sampath Vinyagur, D.No. 50-94-14/3, 1st &
2nd Floor, Santhipuram, Visakhapatnam,
Andhra Pradesh, India-530016.



Phone: +91 891 252 6060,
Fax: +91 891 253 6060



www.inventrax.com

