

8 September 2017

### **PRIVATE & CONFIDENTIAL**

### Pankaj Shrikant Yogi

Hyderabad

DearPankaj,

Planit Testing India Pvt Ltd (the "Company"), is pleased to offer you employment on the terms and conditions set out below.

Commencement Date The terms and conditions set out in this letter will apply once you have returned a signed copy of this offer to Planit. If you accept this offer you will be required to commence your duties on 13<sup>th</sup> September 2017. Please note, this offer is conditional upon the Company verifying the information detailed in the clause below.

### **Employment** Verification

Your employment and this offer are subject to the following conditions being satisfied:

- (a) provision of satisfactory documentation from you to the Company showing proof of identity, proof of address.
- receipt of references satisfactory to the Company. Please provide (b) details of your referees;
- verification of curriculum vitae; (c)
- (d) the result of a criminal record check being satisfactory to the Company.

For the purposes of enabling the Company to satisfy itself that the conditions listed above are met, you authorise the Company to obtain the relevant information and agree to sign any consent or documentation that the Company requires in order to obtain the relevant information.

If information obtained in relation to any of the conditions is not satisfactory to the Company, then this offer of employment will be rescinded and will be of no effect. If your employment has commenced at the time that the unsatisfactory information is obtained by the Company, the employment may be terminated summarily.

You understand that in order for the Company to comply with its service obligations to its clients, it may be necessary on occasions for the Company to disclose employment related information to its clients, where the client has requested or requires that information. By accepting this offer you consent to that disclosure.

**Position** 



You will be employed in the position of Technical Test Lead. You will be employed on a full-time basis. Your duties and responsibilities are contained in the Position Description in Schedule "A", attached to this contract.

You are also required to carry out other duties reasonably required by the Company that you are skilled and capable of performing.

The Company may alter your position, Position Description and responsibilities in accordance with the needs of the business. In such a case, you agree that the other terms of this contract continue to apply unless varied in writing in accordance with this contract.

### Reporting

You will report to the Planit India Country Director overall and have a direct report to Imran Ahmed Ansarihowever, the Company may change your reporting arrangements in accordance with the needs of the business.

### Location

Our office is located at JVP Towers, #5 1st Floor, Software Units Layout, Madhapur, Hyderabad 500 081 India and from time to time, various client locations.

If, during your employment, the Company's office location changes, you agree, if required, to work at that new place of work. However, the Company may require you to work at other locations in accordance with the needs of the business.

### **ProbationPeriod**

You will initially be employed for a probation period of 6 months. Prior to the completion of probation period, the Company will decide on your suitability to continue employment.

During the probation period, Planit may terminate your employment with 1 month notice in writing, except in cases of summary dismissal when no notice is required. However, you would be required to give Company a two-month notice if you were to terminate the Agreement during Probation.

The Company may elect to pay you your Remuneration in lieu of part or all of your notice period.

### **Hours**

The regular working hours are from 9.30 am to 6.30 pm on a weekday. You would also be required to work on alternate Saturdays as per the client requirement. You are expected to work 45 ordinary hours per week; However, reasonable additional hours to achieve the efficient and effective performance of your duties will be required.



#### Remuneration

You will be paid Remuneration of **Rs. 12, 00,000**/-(Twelve Lakh only) per annum. The net cash amount of your Remuneration will be paid monthly into the bank account of your choice.

You will appreciate that Remuneration and other employment conditions are confidential and must not be discussed with other employees of the Company.

### Company Employment Policies, Procedures and Guidelines

You will be reimbursed for all reasonable expenses incurred in the proper performance of your duties and responsibilities which have been authorised by the Company in advance. You are required to produce evidence to the Company's satisfaction of payment for such expenses.

From time to time, you may be required to travel interstate or overseas on behalf of the Company for varying periods. You must maintain accurate records of all work-related expenses incurred while travelling on behalf of the Company. Upon provision of relevant evidence, the Company will reimburse all reasonable work-related expenses incurred while travelling on behalf of the Company.

### **Expenses**

You will abide by the terms of any Company policies, procedures and guidelines concerning travel and levels of expenditure, including entertainment and the giving and receiving of gifts. You agree that you will not accept any payment or other benefit in money or kind from any person as an inducement or reward for any act (including a failure to act) in connection with any matter or business transacted for or on behalf of the Company.

### Performance

In the course of your employment with the Company, you are required to do the following:

- (a) carry out all lawful and reasonable instructions given to you in relation to your employment;
- (b) perform your duties and responsibilities in a proper and efficient manner;
- (c) use your best endeavours to protect and promote the business of the Company and any Related Entity;
- (d) during work hours, devote your whole time and attention to the business of the Company and any Related Entity; and
- (e) comply with all laws that are relevant to the work performed by you under this contract.



### Ability to Perform Duties

You represent to the Company that there are no limitations (including potential limitations) on your ability to fully perform all of your duties and responsibilities for the Company, including limitations arising from any medical restrictions or any prior employment.

You agree that you are able to perform the physical requirements and any other inherent requirements of your position. You consent to providing the Company with all information (in writing and prior to signing this contract) regarding any medical restrictions that may affect (or have the potential to affect) your ability to perform your position. The purpose of the Company obtaining this information is to determine that you are able to safely perform the duties of this position and other related purposes.

You further agree that you will not breach continuing obligations arising from any prior employment in the performance of your duties and responsibilities for the Company, including, but not limited to, confidentiality obligations.

You warrant that any information provided by you to the Company prior to signing this contract is true and correct to the best of your knowledge.

You understand that any breach of the provisions contained in this clause will constitute grounds for immediate termination of your employment.

During your employment with the Company you must not, either directly or indirectly, be involved in any firm, corporation, entity or business (whether as principal, agent, partner, shareholder, director, employee, consultant or otherwise) which: -

- (a) conflicts with or could potentially conflict with the business of the Company;
- (b) competes with or could potentially compete with the business of the Company;
- (c) impairs or could potentially impair your ability to act in the best interest of the Company;

unless otherwise agreed between you and the Company in writing.

## Other Employment and Conflicts of Interest

During your employment with the Company you must not, either directly or indirectly, be involved in any firm, corporation, entity or business (whether as principal, agent, partner, shareholder, director, employee, consultant or otherwise) which: -

- (d) conflicts with or could potentially conflict with the business of the Company;
- (e) competes with or could potentially compete with the business of the Company;
- (f) impairs or could potentially impair your ability to act in the best interest of the Company;

unless otherwise agreed between you and the Company in writing.



**Public Holidays** 

You will be entitled to public holidays, as required by the relevant legislation, without loss of pay.

Suspension

The Company may suspend your employment at any time with pay during the period of your suspension.

### Resignation/Termina tion

You are required to give the Company **two months' notice** in writing of your resignation. If you were to terminate the employment during your probation period, you would be required to give Company a two-month notice., the Company mayterminate your employment on **one months'** notice in writing.

In the event of termination or resignation, the Company may elect to pay you your Remuneration in lieu of part or all of your notice period. Alternatively, the Company may require you not to report for work, or provide you with altered duties, during part or all of your notice period.

Where you provide the Company with less than the required notice of your resignation, you agree that the Company may withhold from your final payment an amount equal to the shortfall in the notice period.

Despite any other provision of this contract the Company may terminate your employment without notice or payment in lieu of notice if you are guilty of serious misconduct or gross negligence in the performance of your duties. In such a case

you will only be paid up to the date of termination.

Upon resignation or termination of your employment for any reason, any amounts owed by you to the Company will, to the extent permitted by law, be offset against any termination entitlements owed to you by the Company. That is, if you owe the Company any amounts as at the date you leave your employment, you agree to the

Company deducting those amounts from any net amounts the Company must pay to you, to the extent permitted by the law.

Any payments made to you in respect of your notice period or other statutory entitlements will be calculated on your Remuneration.

Immediately upon resignation or termination of your employment for any reason, you will return to the Company all property owned by or leased to the Company in your possession or control, including, but not limited to, mobile phones, computers, keys, disks, cards, documents, records and papers. You will also immediately provide the Company with all security and computer access codes and passwords etc.

Following resignation or termination of your employment for any reason, you agree that you will not represent yourself as being in any way connected with the business of the Company. You further agree that you will not disparage the Company, its directors, managers or employees, in any way whatsoever.



## Damage or Loss of property

You agree to take reasonable care of all the Company property that has been allocated to you. In the event that any Company property which is under your care and control is either lost or damaged, the Company may require you to pay a reasonable amount for the replacement or repair of such property.

# Protection of Confidential Information

In the course of your employment you will have access to Confidential Information. You will at all times (including after termination of your employment with the Company for any reason) keep confidential and not use or disclose any Confidential Information and without limiting the generality of that obligation:

- you will not, on your own behalf or on behalf of any Person, either directly or indirectly, disclose Confidential Information to any other Person or Use Confidential Information;
- you will maintain proper and secure custody of all Confidential Information; and

you will use your best endeavours to prevent the publication or disclosure of Confidential Information by any Person, provided that nothing in this clause will prevent you using or disclosing Confidential Information in the normal course of your employment by the Company to a Person authorised by the Company to receive that information.

If there should be any uncertainty as to whether information is Confidential Information, or lawfully within the public domain, such information is taken to be Confidential Information unless you are advised by the Company in writing that the information is not Confidential Information.

Your obligations in relation to the Confidential Information continues after termination, cessation or completion of your employment with the Company, and shall be enforceable at any time at law or in equity and shall continue for the benefit of and be enforceable by the Company.

## Post-Employment Restraints

You agree that on termination of your employment for any reason, you must not engage in any of the activities within the specified periods and locations.

Each combination comprises a separate and distinct restraint agreement between you and the Company.

You must not, in any capacity:

- (i) Provide Services in a business or part of a business that competes with the part or parts of the business in which you provided Services on behalf of the Company, during the period of 6 months from the date of termination of your employment, in India
- (ii) Canvass or solicit, or attempt to canvass or solicit, the business or custom of any Client, or provide Services to any Client, during the period of 3 months from the date of termination of your employment, in India
- (iii) Induce or encourage any Client to terminate or to not renew any business



relationship, contract or arrangement that Person has with the Company, during the period of 1 month from the date of termination of your employment, within 50km of the Planit Office;

(iv) Induce or encourage any employee of or consultant to the Company to terminate or to not renew any business relationship, contract or arrangement that Person has with the Company.

Each of the restraint agreements in this clause is a separate and independent agreement. The enforceability of any agreement is unaffected if any other such agreement is or becomes void, voidable or otherwise unenforceable.

You acknowledge that damages may be inadequate compensation for breach of the obligations contained in this clause and, subject to the Court's discretion, the Company may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be in breach of this clause.

You acknowledge and agree that the restraints in this clause are reasonable and necessary to protect the Company's legitimate business interests, including the preservation of its Client relationships, the goodwill of its business and its Confidential Information.

"Services" are the tasks and duties performed by you in the 12 months preceding the date of termination of your employment and includes, but is not limited to, the tasks outlined in Schedule A.

### Intellectual Property and Moral Rights

All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment with the Company (whether alone or with others) will belong to the Company, and you agree to immediately disclose to the Company all such Works.

You acknowledge and agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your employment (whether alone or with others) are vested in the Company and, upon their creation, all such future rights will vest in the Company. You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Company and any Related Entity. You consent (for the Company's benefit) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in any or all of those Works.

You warrant that you have given this consent and undertaking genuinely, and without being subjected to any duress by the Company or any third party, and without relying on any representations other than those expressly set out in this contract.

### **Medical Examination**

If you suffer from an illness or injury of any type and the Company believes that occupational health and safety risks may arise as a result of your performing work,



the Company may require you to attend a medical examination to determine the extent of such risks (if any).

If you are required to attend a medical examination, you consent to the doctor providing a medical report and any other information to the Company. You also agree to sign any medical authority that a medical practitioner may require before releasing information to the Company.

### Interpretation

In this contract, unless the context otherwise requires:

"Client" includes any Person who:

- (a) is or was a Person to whom the Company or any Related Entity provides and/or provided products or services at any time during the 12 months prior to the Termination Date and with whom you have had personal contact or dealings or with whom a person reporting to you has had personal contact or dealings.
- (b) has entered into discussions or negotiations with you on behalf of the Company or any Related Entity at either the Person's own initiative or at the initiative of the Company or the Related Entity at any time during the 12 months prior to the Termination Date with a view to receiving products or services provided by the Company or the Related Entity and who had not notified the Company or the Related Entity prior to the Termination Date that they did not wish to receive such products or services;

"Client Information" means any and all information concerning any Client of the

Company (including the identity of any such Client) which is obtained by you in the course of your employment with the Company, except for any information

which is in the public domain other than by reason of your breach of this clause. "Confidential Information" means:

- (a) Client Information; and
- (b) information that is the property of the Company or any Related Entity (whether in writing or otherwise) given to or gained by you in confidence at any time, whether before, during or after your employment with the Company, that relates to:
  - (i) trade secrets;
  - (ii) information relating to the business plans, business affairs, financial affairs, accounts, marketing plans, sales plans, prospects, pitches, manuals, tenders, price information, supplier lists, research, management, financing, products, inventions, designs or processes of the Company or any Related Entity;
  - (iii) computer databases and computer software;



- client files, data surveys, customer lists, supplier lists, client lists, specifications, technical data, detail sheets, designs, drawings, diagrams, plans, models, techniques, records and reports of the Company or any Related Entity;
- (iv) private information provided to the Company or a Related Entity by any arm of Government;
- (v) private information provided to the Company or a Related Entity by any of their Clients.

save and except for any information that has become part of the public domain other than by reason of your breach of this contract.

"Intellectual Property" means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and

Confidential Information, including know-how and trade-secrets;

"Moral Rights" has the meaning given to it in the *Copyright Amendment (Moral Rights) Act* 2000 (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

"**Person**" while not limiting its ordinary meaning, will include a natural person, a body corporate, a partnership, a trust and an unincorporated association.

"Related Entity" means a related body corporate (as that term is defined in the Corporations Act 2001) of the Company.

"Termination Date" means your last day of your employment with the Company.

"**Use**" means use, copy, reproduce, provide, sell, transfer, dispose of, supply or make available to any Person (whether directly or indirectly).

"Work(s)" means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials, and includes all

literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists

### **General Provisions**

By signing this contract, you acknowledge that the Company provided you with reasonable opportunity to obtain legal advice about the content and effect of this contract.

Your obligations under this contract concerning return of property, protection of confidential information and post-employment restraints continue after termination of this contract and your employment, and are enforceable by the Company including by way of injunction.

The terms of this contract and any subsequent amendments to it are confidential and cannot be disclosed by you to any other person without the written approval of



the

Company. This clause in no way prevents or limits you from obtaining legal, financial or accounting advice concerning this contract.

By signing this contract, you acknowledge that its content and effect are fair and reasonable.

Except for any representations you have made to the Company concerning your ability to perform your obligations under this contract, this contract supersedes and replaces all prior representations and agreements concerning your employment with the Company in all instances.

Except where the Company is allowed to amend any clause or attachment of this contract, any amendment to this contract must be by agreement and recorded in writing. Such record must be signed by both parties.

Each provision of this contract is separable from the others and the severance of a provision does not affect the remainder of the contract.

Failure by the Company to enforce its rights arising out of this contract in a timely manner will not constitute a waiver by the Company of its rights.

This contract is governed by the law of India

The offer of employment contained in this contract remains open for your acceptance for a period of 2 days from the date of this contract. Immediately upon the expiry of this period the offer of employment will be automatically revoked. Provided that the Company may also revoke the offer of employment contracted in this contract at any time prior to receiving an original signed copy of the contract from you.

If you have any questions or concerns about this contract or in relation to your employment generally, please contact Human Resources.

Please signify your acceptance of these terms and conditions by signing and dating this contract in the space provided below.

Yours sincerely Planit Testing India Pvt Ltd

Kanthi Madhuri M.V.L Manager – Human Resources

Acceptance



I have read and understood this contract and I accept the it. I believe the terms and conditions set out in this letter	. ,
Signed:	Date:



### Annexure I

Name:	Pankaj Shrikant Yogi		
Date of Joining:	13-September-2017		
Location:	Hyderabad		
	Per Month	Per Annum	
Basic	40000	480000	
HRA	16000	192000	
LTA	4000	48000	
Medical Reimbursement	1250	15000	
Conveyance	1600	19200	
Special Allowance	33427	401123	
Gross	96277	1155323	
PF	1800	21600	
Gratuity	1923	23077	
Total Cost to Company (TCC)		1200000	

### Notes:

- 1. In addition to this, the company provides Medical Insurance of Rs. 2, 00,000/- per annum for hospitalization for self, spouse and 2 children as per the policy. Please share the relevant details of your family members with your HR Business Partner to ensure their coverage.
- 2. Based on your TCC you are eligible for Meal Card, this is a Non-taxable component, If you are willing to opt for this please send an email to your HR partner with the required details.
- 3. Other benefits/reimbursements would be provided as applicable as per the policies of the Company.
- 4. Please note that appropriate tax would be deducted at the applicable tax rates, as amended from time to time.
- 5. The company may change the compensation component mentioned above based on Income tax guidelines and company policies at any time.

Private & Confidential	Signature of the Candidate



### SCHEDULE A - POSITION DESCRIPTION

Position: Technical Test Lead

**Job Summary:** 

As a Technical Test Lead at Planit, you lead small to medium teams on work at a stream or phase level of a project. You have an organised and logical method of operating and have the ability to design a test plan that will successfully deliver the piece of work assigned to you. You understand the goals of the business in relation to your test activities, and provide constant visibility to stakeholders through detailed reporting. You will lead by example, displaying a high level of professionalism and commitment, one that you would expect of your team. You build strong relationships with your team, and are able to delegate and monitor tasks effectively. You are an exceptional communicator who instils confidence in your peers, clients and colleagues.

### **Primary Objectives:**

- Delivers medium size projects as either part of a programme or stand alone
- Ensures proficiency at estimation, coordination, reporting and communication with clients at all levels
- Works with Planit seniors to ensure project success
- Actively mentors and leads small to medium size teams

### Main Responsibilities:

Testing (Skills Specific to your core role on a control of the con	client site for Planit)
Strategy and Plan documents	<ul> <li>Is able to create multiple test plans to cover all test cycles for a particular project</li> <li>Is able to create or assist in the creation of a test strategy</li> </ul>
Estimation and Resourcing	<ul> <li>Provides estimates of required resources (time, people, skills, environments, tools etc.) for the project at the request of the test manager</li> <li>Is able to identify appropriate resourcing for test projects and test phases</li> <li>Validates team estimates</li> </ul>

Marketing



testing consultancy | training + certification | test tools + solutions

events for junior Planit staff



	TESTING INDIA
Opportunity Identification	Develops an in-depth understanding of the commercial context of
Opportunity Identification	the specialist domain, industry initiatives, major projects and
(External)	suppliers
Existing Client Growth	Maximises potential opportunities for Planit within the assigned
Existing Client Growth	team and communicates them back to Regional Management
Proposal & Tandar Proparation	Provides information for input into small proposals if directed by
Proposal & Tender Preparation	Planit
	Understands the structure and process of proposals and tenders
Service Understanding	Builds a detailed knowledge base in at least two Planit service
	offerings.
	<ul> <li>Is able to explain this (or more) offerings to clients confidently.</li> </ul>
Developing Contacts	Builds relationships with Planit colleagues, client peers and key
Developing Contacts	networking contacts both on client sites and beyond
Staff Management	
(Management, leadership and develo	pment of Planit staff and associated responsibilities)
	<ul> <li>Manages a small team on a day to day basis</li> </ul>
	<ul> <li>Builds strong relationships with assigned team members</li> </ul>
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- Instils confidence and trust in the test team to ensure it operates as a cohesive unit
- Prioritises teams' work in order to meet clients expectations and deliverables
- Effects skills transfer and knowledge retention on client sites
- Effectively leads and manages a test team
- Motivates, mentors, and guides team to reach full potential
- Provides information back to line management as appropriate
- Assigns and monitors activities of team members and can diplomatically and fairly address positive and negative issues with team members
- Conducts staff performance appraisals accurately and on time if required
- Conducts performance appraisals for team members on client site if required

### **Leadership & Management**



### Planit Commitment & Responsibilities

(Planit specific activities, and your responsibilities outside of your client role)

(	
	<ul> <li>Has an active working relationship with the Regional Seniors</li> </ul>
	Regularly mentors fellow team members in all areas of testing
Internal Stakeholder	including the review of testing materials produced by the team
Management / Mentoring	and (where applicable) empowering team members to improve
	their personal skills through knowledge transfer
	<ul> <li>Coaches and mentors Planit staff as required</li> </ul>
Understanding of Planit	Directo popula to appropriate policies
Policies	Directs people to appropriate policies
Ponch Management	Organises Bench projects and staff
Bench Management	Acts as bench manager when required
	Suggests knowledge/process improvement and is involved in
Knowledge & Collateral	improvement projects
Development	• Encourages team members to improve their personal skills
	through knowledge transfer
External Promotional Activities	<ul> <li>Is able to provide a high level description of the companies,</li> </ul>
External Promotional Activities	supply models and organisations involved in the testing industry
	Promotes Planit as an employer of choice & preferred supplier
	Attends industry external events with networking opportunities
Recruitment	<ul> <li>Actively searches for appropriate individuals to join Planit</li> </ul>
Recruitment	amongst their contacts, referring them via the referral program
	process
	Understands the interview and recruitment process
Buddying	Meets with buddy manager as per the buddy management
	process
	Shows desire to work towards achieving mutually agreed goals
	Has responsibility for buddy management if wishes
	<del>-</del>

### **Core Behavioural Competencies**

(The fundamental behavioural competencies Planit employees should exhibit at all times)

•	•	Proactively communicates Planit's business model and offerings
		to clients
Customer Service	•	Regularly and confidently communicates with Project Test
		Managers/Stakeholders as appropriate in order to deliver
		progress, risks and issues, regarding their allocated work and the



### wider project

	<ul> <li>Regularly leads small teams to complete discrete pieces of work</li> </ul>
Teamwork	<ul> <li>Facilitates teamwork and provides guidance to team</li> </ul>
	<ul> <li>Leads medium sized teams as directed</li> </ul>
	Actively engages team members to contribute in team discussions
	and debates
	<ul> <li>Is able to communicate with seniors on testing issues</li> </ul>
Communication	• Is able to produce reports and documents to a professional
	standard
	<ul> <li>Is able to communicate and influence at all levels through various</li> </ul>
	communication methods (written/verbal etc.)
	Questions established procedures when they are ineffective and
Initiative	provides strong recommendations for improvements to processes
	and procedures
Self-Management	Recognises own strengths and addresses areas for improvement
och-management	<ul> <li>Directs own work to achieve required results</li> </ul>
	ISTQB Foundation Certification and
Formal Qualifications	<ul> <li>ISTQB Advanced Technical Test Analyst Certification</li> </ul>
	ISTQB Advanced Test Manager Certification
Typical Experience	6 years testing experience
i ypicai Experience	<ul> <li>Demonstrated leadership qualities</li> </ul>

### **Acceptance**

I have read and understood this Schedule and I accept the terms contained in it. I understand that the terms and conditions of this Schedule form part of my contract of employment.

Name:	
Signed:	
Date:	