

ISS/APP/013/2022
08-Jun-22

To
Nikhil Parmar
119, pragatinagar,
Amraiwadi Near post office,
Ahmedabad, Gujarat-380026

Appointment Letter

Dear Nikhil,

Welcome to Infosense!

We are pleased to offer you employment as **Associate Software Engineer P1** with Infosense Services. The appointment is based on the information supplied by you in your application for employment. This appointment will be treated as 'null and void' if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company. Your terms of employment will be as below:

Appointment:

Your appointment is effective from **01-Jun-22**

Your base reporting location will be as under:

Infosense Services.

Plot No 135, PDPU Road,
Raysan, Gandhinagar – 382007,
Gujarat (India)

Your location of employment will be **Gandhinagar, Gujarat, India.**

If you are working from a location other than Gandhinagar, you may be required to visit Gandhinagar branch for trainings, meetings, etc. Prior intimation will be provided for any such requirements.

Additionally, you are to ensure you have a **good internet connection** at home for **video conferencing** & to **perform your role efficiently** and a have **quiet work surrounding**, if you are opting the facility to work remotely

TRANSFER:

You agree to be transferred in such capacity as Infosense may from time to time determine to any of our units, function, departments, establishment, or the branch of Infosense or subsidiary, associate or affiliates of Infosense, and/or the offices of Infosense's customer locations in India or Abroad ("work locations"), depending on business requirements. In such an event, you will be governed by the terms, and conditions of service applicable to the new assignment which may include working hours, leave, holidays, people policies, compensation, etc.

PROBATION:

You will be on probation period of **Two Years**, which may be extended at the discretion of the company. Your confirmation as permanent employee pursuant to you completing your probation period will be deemed as your confirmation of service with **Infosense Services**, unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation.

NOTICE PERIOD:

If you desire to leave the company at any time you will have to serve a notice of **30 business days** or basic salary in lieu thereof from the date of acceptance of your resignation during probation and a notice of **60 Business days** after confirmation or basic salary in lieu thereof. However, due to exigencies of business the company may at its sole and absolute discretion approve the payment of notice pay in lieu of notice period in part or full. You shall not be relieved from your services until issuance of letter by the company to that effect. Your services may be extended in case of project exigency up to further 30 days.

COMPENSATION & BENEFITS:

We offer you total compensation & benefits at an annual rate of INR **400000 (Four Lakh Only)** payable over twelve (12) months. The payment of salary and other benefits will be subject to the deduction of Income Tax in accordance with the provisions of the Income Tax Act, 1961, and provisions of other applicable statutes, at the time of payment. Applicable statutory deductions including PF, ESIC, PT and other deductions will be a part of the compensation. Refer **Annexure A** below for details

LEAVE & HOLIDAYS:

Infosense's Leave & Holiday calendar begins in Jan and end in Dec. You will be entitled to leave & holidays according to the policies laid out in Employee Handbook.

PERFORMANCE APPRAISAL:

The performance appraisal cycle is from Jan to Dec for employees confirmed as on Dec 20 of each year. Your performance will be reviewed on quarterly basis.

Employees should note that a performance review does not guarantee a pay increase or promotion.

Your salary will be reviewed periodically as per Company policy from time to time. Changes in your compensation are discretionary and will be on the basis of effective performance and results during the period and other relevant criteria.

Your compensation is confidential information of the company. Any discussion or disclosure of your compensation with anybody other than your departmental head or HR will be considered as breach of agreement by you.

Your compensation package is unique to you and not for comparison with other employees of the company.

RESPONSIBILITIES:

- a. In view of your position, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. You will be expected to work extra hours to achieve the above whenever the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of **Infosense Services**, whether directly or indirectly.
- b. Based on business needs, employees may be assigned with a suitable project, proceed to different locations of work and/or may be asked to work in different shift timings, project of different nature, based on business requirement. Employees may be asked to undergo training / certifications provided by the company. It shall be the obligation of the employee to adhere to the company instructions. Any reasons of unwillingness to accept a project based on location, shift timing, different BU, nature of the project, different role, training and certification assignment shall not be acceptable. Such refusals to adhere to company directions are detrimental to the business and are in violation of the policies of company.
- c. An employee refusing a project, training, or certificate assignment is displaying failure to adhere to a dutiful direction of the manager/company and hence shall be considered as insubordination which is a code of conduct violation. Applicable disciplinary proceedings will be initiated in such cases of project refusal. However, unwillingness to accept a project based on the following grounds shall be reviewed by the respective leader & HR
- d. For employees who refuse any project opportunity without valid reasons as may be determined by the company, the company reserves the discretion to initiate appropriate disciplinary action(s) including termination from the services of the company. For the instances mentioned about show-cause notice shall be issued to the employee and based on the outcome of the hearing/meeting, disciplinary action(s) can be initiated including termination from the services of the company.
- e. You will be required to undertake travel for Company work, you will be reimbursed these travel expenses as per the Company policy applicable from time to time.
- f. We at **Infosense Services** are committed to ensure "Integrity" in all aspects of its functioning. Please ensure that you comply with the policies of the company as they form an integral part of the terms of employment with **Infosense Services**. Consequently, you are required to understand the scope and intent behind these policies and comply with the same. These policies are updated / modified periodically, and new policies may be introduced from time to time. As and when this happens, the Company will notify, and you will be required to comply with the same. Consistent with above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies of this letter, shall immediately be brought to the notice your Director.
- g. In connection with your employment and during the term of your employment you shall disclose and assign **Infosense Services** as its exclusive property, all developments developed or conceived by you solely or jointly with others and shall comply with the Policies of the Company in relation to Intellectual Property.
- h. You will not disclose verbally, in writing or by any other means any particulars \ details of our process, technical know-how, security arrangements, technical matters, administrative and \ or organizational matters, financial matters, any confidential matters or otherwise during your employment with us or subsequently

OTHER:

1. You agree to devote your full time and ability to the company and shall not engage yourself in other employment, business or vocation, whether part time or full time and whether with or without necessary benefits, without the prior written consent of the company.
2. You agree to comply with and abide by the agreement, policies, procedures, guidelines, code of conduct, standing orders and other rules and regulations of the company that

may currently be in-force or that may be issued or communicated to you from time to time, through the Employees' Handbook, Information Security & Acceptable Use Policy (IT policy), Circulars, Notices or otherwise.

3. Any payment, not due to you, but made to you by the company as a result of clerical/supervisory lapse, though may have recurred, will not entitle you to such payments as a matter of right. Management has the right not only to stop such payments, once detected, but will also recover such payments made earlier from amounts payable to you subsequently.
4. Compliance with all statutory regulations is of prime importance. Any negligence or failure on your part, in carrying out your duties which directly or indirectly results in non-compliance by the company, of any statutory regulation, will not only result in termination of this appointment but will also entitle the company to recover from you any penalty or loss to which the company is/was subject, together with any additional damages as the company may think fit and proper.
5. Your appointment is based on the assumption that you have never been charged with any criminal offence under the Indian Penal Code or any other Law in force. In case you are so charged during the period of your association with us, or if any past record of yours having been so charged come to light, your appointment will stand terminated automatically.
6. You should comply with the legal requirements of each country in which the Company conducts business.
7. You agree to indemnify and hold the company harmless from any and all claims, liabilities losses, actions, damages, and the like arising from or in connection with any negligent or intentional acts or omissions on your part.
8. You agree that even after undergoing training on your own, you will be put through on-the-job training with an independent orientation on certain specific aspects. In consideration of the same, should you wish to resign during this period, you agree to pay the company the amount of money spent towards the training and/or six months' salary at the discretion of the company as liquidated damages for the disruption of work and the possible loss of business to the company.
9. In case of any change of address, it will be your duty to intimate to the HR and to get such changes recorded in the register of addresses. All communications sent to you by the HR at your last given address shall be deemed to have been delivered to you at the correct address.
10. The company may at its discretion consider re-organization of your salary structure and other service conditions on the basis that the earlier gross emoluments earned by you are protected.
11. Your appointment and continuance in employment will always be subject to your being found medically fit and the management will have the right to get you examined/ re-examined from any Registered Medical Practitioner/Surgeon, whose finding shall be final and binding upon you. Your non-appearance for medical examination will be treated as non-cooperation to the management and your services are liable to be terminated without any notice or notice pay in lieu of notice.
12. Any physical or mental disability or disorder or any history of disease or surgery, which may or may not have been disclosed by you prior to your selection, will result in termination of this assignment, if it results in your frequent absence from work or in inefficient performance of the work assigned to you.

Background checks:

The Company may, at its discretion, conduct background checks prior after your scheduled date of joining. You expressly consent to the Company conducting such background checks. Please submit the required documents in this regard to the company. The Company, at its discretion, may request further validation of the details provided by you. If the outcome of the background check is found to be unsatisfactory, we reserve the right, at our sole discretion, to withdraw this offer without notice nor 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, we may at our sole discretion, request further information, to substantiate the details that you have earlier provided to us, before initiating appropriate action.

TERMINATION:

This contract of employment is terminable, without assigning any reasons, by either party giving **notice of 30 business days** during probationary period and **60 business days' notice** up on confirmation. Infosense Services may at its sole and absolute discretion make or accept payment representing salary (basic) in lieu of notice of termination.

However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance. Infosense Services may terminate your services immediately. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle the Company to dismiss your services summarily.

In the event of your serving on the Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

In case of employees who are governed by any other service agreement(s) for serving a minimum stipulated period, the employee will need to mandatorily fulfill agreed requirements along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

Upon the termination of your employment or resignation, you will return to the company all documents/information/literature/equipment in your possession relating to business of the company without retaining any copies. You will also return any property of the Company in your possession.

You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests. In case, if management is not satisfied with your performance, then it would be at the discretion of the management to relieve you.

No leave application will be approved during notice period, if approved your Team Lead \ Manager \ Leader if required may extend your notice period accordingly.

Your offer & appointment with us is processed based on your discussion that took place during your interview, the details furnished by you during your interview and at the time of your joining. This appointment shall be null & void, your employment with the company shall be liable for immediate termination with or without pay, if any information provided by you is found forged or incorrect or misleading now or in future, or if you are found involved or charged or accused or convicted for any offence - criminal, terrorist or otherwise within or outside India in the past, now or in future.

If your employment with the Company ends for any reason within the first 12 months of joining, other than a termination without cause by the Company, you will repay to the Company, all of the joining & training costs (which includes temporary accommodation expenses, relocation expenses, early joining bonus, & other expenses \ reimbursements, if any) paid to you or paid on your behalf.

In case of any conflict \ dispute arising in the terms, conditions, policies & processes mentioned in the letter & handbook now or in future, decision made by the Management will be final and binding.

LEGAL JURISDICTION:

In case of any dispute, Gandhinagar would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.

BUSINESS AGREEMENT:

This is our formal contract and must be read and accepted in conjunction with the Non-Disclosure Agreement, Non-Solicitation, Non-Compete, and Limitation of Liability, Information Security and Acceptable Use Policy, Employee Handbook and other policies introduced, modified and published from time to time, constitute the entire agreement between the parties with respect to the subject matter of this agreement, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

We are pleased to welcome you to Infosense and look forward to long term association.

For and on behalf of Infosense Services



Hetal Gajjar Soni
Head - Human Resource

By signing this letter, I the undersigned _____ do agree to act in the best interest of the company, and agree to have read, understood, accept & abide by all the above agreements, terms, conditions, rules, regulations, policies & processes, that are in force and will be introduced from time to time.

Nikhil Parmar

ANNEXURE A

Name: Nikhil Parmar

Designation: Associate Software Engineer P1

The break-up of your total compensation and benefits are given below:

Components	Monthly	Yearly
Basic	15020	180240
HRA	6008	72096
Transport Allowance	1800	21600
Flexible Benefit Plan - FBP	6731	80774
Gross Salary	29559	354710
Employer Contributions		
Employers' Contribution - Provident Fund	1800	21600
Employers' Contribution - ESIC	0	0
Statutory Bonus	1252	15020
Gratuity**	722	8670
Total Compensation & Benefits	33333	400000

Flexible Benefit Plan (as applicable): Employees will also be given an option of restructuring their Flexible component of their "**Flexi Benefit Plan**" under the following heads not exceeding the FBP amount specified in the compensation structure above:

Flexible Benefit Plan - FBP	Monthly (maximum limit)	Yearly (Maximum limit)
Education Allowance	0	0
Professional Development	0	0
Leave Travel Assistance	0	0
Mobile & Internet Allowance	2000	24000
Meal Coupons	0	0

Post utilization of applicable FBP maximum limits as mentioned above, balance amount if any, shall be paid as taxable amount as allowance under Personal \ Special \ other applicable components.

For claiming tax benefit in case of admissible allowances and reimbursements specified above (eg. LTA, mobile & internet, and professional development etc.), you will have to submit supporting (bills) to the Company's satisfaction in the prescribed format on Employee Self

Service within the timeline stipulated by the Company. Existing Compensation & Benefits policies, which are subject to change without notice.

- Infosense shall make necessary statutory deductions (PF, TDS, PT, etc.) of from your salary and directly pay on your behalf to the concerned authorities.
- The Company shall make any deductions from the salary, as communicated from time to time. For example, deductions towards company provided transport, accommodation, non-adherence as per disciplinary policies etc.
- **Group Medical Insurance Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **3 LAKHS** (individual cover) applicable to Self (mandatory), Spouse (optional) and unmarried dependent children (optional). **Applicable premium will be deducted on monthly basis.**
- **Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 LAKHS** payable in case of permanent disablement arising out of any unfortunate event of an accident. **Applicable premium will be deducted on monthly basis.**
- **Gratuity shall be payable when due as per the 'Payment of Gratuity Act 1972'.**
- **Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.**
- For purpose of applicable contribution to PF, Gratuity, and encashment of leave, etc., computations will be on basic Pay.
- All the above benefits are as per company's existing policies, which are subject to change from time to time.
- The company may at any time at its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the compensation structure.
- Please note that the salary structure of the Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by the Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

For and on behalf of Infosense Services

I Agree & Accept



Hetal Gajjar Soni
Head - HR

Nikhil Parmar
Date & Place: