



01-Apr-2025

Mr. Venkat SelvaKumar (Employee ID:1005327)

**May flower apt, khb colony main rd
7a, 2nd floor,
Bangalore City Junction
Karnataka-560032.**

Dear Mr. Venkat,

We have appointed you in the services of **3i Infotech Limited** (hereinafter referred as "Company") with effect from **31-Mar-2025**. The terms and conditions of your appointment are detailed in this Appointment Letter and any subsequent documents, applicable to employees that come into effect from time to time.

1. You will be placed in **Grade G1** designated as **Associate Engineer-Desktop Support**. Your initial place of posting will be at the **Eureka Forbes Ltd Bengaluru Office**. Your Compensation details are as mentioned in the annexure to this letter.
2. You are required to contribute to the Employees Provident Fund Scheme under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952. You would be entitled to Gratuity as per Gratuity Act 1972.
3. You are entitled to other benefits such as leave, Employees' State Insurance Scheme under the Employees' State Insurance Act, 1948 or Group Medical Insurance, and other benefits wherever applicable, as may be introduced by the Company from time to time on the terms stipulated in the respective schemes of the Company.
4. You acknowledge that our business is based on continuing satisfactory execution of certain assignments / orders or contracts of our clients. You shall discharge your duties diligently and faithfully and to the entire satisfaction of the client wherever you are deputed by the Company. You agree and undertake to obey all reasonable and lawful orders and instructions which may be given by any person employed by the Company who is in a managerial or supervisory position. In case if your work, conduct & performance not found satisfactory, or in case if it is found that there is a reasonable apprehension about your integrity or in case it is found that you have refused to carry out a reasonable and lawful order given by an authorized person, and as such no confidence can be reposed on you the Company may discharge you from your services.



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5. Your appointment and your continuation in employment is subject to you being found medically fit and the Company will have the right to get you examined/re-examined from any Registered Medical Practitioner/ Surgeon whose findings shall be final. Your appointment and your continuation in employment are also subject to our receiving satisfactory reports from the references provided. If any information or representation is found to be incorrect, or if any material information is detected by us to have been suppressed by you, or any action on your part is found to be in contravention of the conditions stated herein, the Company will have the right to terminate your services at any time without notice.

6. Your Company shall have the right to re-engage your services to any other entity of its Group Companies anywhere with appropriate notice. Upon such re-engagement you shall cease to be an employee of **3i Infotech Limited** and shall become an employee of new entity and shall govern by the terms & conditions of service, salary & benefits applicable to new entity. All the benefits/perquisites accrued till-date shall be settled forthwith and there shall be no 'continuation of service' for any purpose. The Company may consider you for any fresh employment upon your separation from any of its Group Companies if there is a suitable position with the Company. In case of deputation, other than re-engagement, to any location the terms and conditions of employment, salary & other benefits as stated in this Appointment letter shall continue to apply with regard to your employment.

7. The Company has the right to terminate your employment without assigning any reason by giving **sixty days'** termination notice to you. In case you decide to resign from the services of the Company, you shall be required to give the Company **sixty days'** notice. Initially you will be on probation for minimum **six months** (which can be extended further, in-line with the company's probation policy). During probation, the notice period will be **30 days** from either side. There will be no automatic substitution of notice period by payment in lieu of notice period. Failure on your part to give the required notice / absence for a prolonged period without prior consent will be a breach of this Appointment Letter and will give the Company the right to institute legal proceedings against you.

8. You shall not directly or indirectly, engage in any activity or have any interest in activity, or perform any services for any person who is involved in any activity, which are or likely to be in conflict with the interests of the Company. This is intended to avoid conflict between the personal interest of an employee and that of the Company.

9. **(a)** You undertake, promise and guarantee to keep the Company harmless and indemnified from all losses, damages, costs and charges that might be incurred by the Company as a consequence of any of the acts and/or omissions of you, including, without limitation, the your failure to comply with any of the provisions hereof and/or committing a breach of contract; and agrees to pay without demur such compensation as demanded by the Company for the resulting losses -both direct and indirect including, without limitation, the loss of revenue.

(b) You recognize, understand and acknowledge that in case you commit breach of any of the provisions stipulated in Clauses 8 and 9 hereof, the Company is bound to suffer heavy, non-compensable losses whose magnitude in view of the special and peculiar nature of such losses cannot be ascertained and determined at this stage; therefore, in the event of such breach being committed by you, the you shall be liable to pay compensation, including, without limitation, liquidated damages to Company to compensate for the losses and damages that the Company would suffer in consequence thereof, without the necessity of proving the actual damages suffered by the Company; however, these liquidated damages would be in addition to and exclusive of any other compensation, which the Company is entitled to, and/or legal remedy/ies that is/are available to, and exercised by, the Company, under the provisions of law and/or the other terms of this Agreement.

10. Your appointment in the Company is whole time, and therefore, you will devote your whole time and attention exclusively to office work to promote the interest of the Company. You will not, without our prior written permission, carry on any trade or business, or be engaged, for any part of your time, in any capacity, in the services of any other firm, company or person, or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business.



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11. You acknowledge that the Company or you on behalf of the Company will commit yourself to various customer assignments from time to time and that these assignments require you to complete certain projects within certain time parameters. In the event of termination of your employment with the Company, you agree to use your best efforts to complete the assignment or provide a reasonable transition period that will not jeopardize the completion of the customer's project.

12. You will be bound by the rules, service conditions, code of conduct and other terms of employment of the Company (collectively "Rules") as may be in force from time to time. The Company shall have the right to transfer you to any of its locations /departments/offices anywhere in India and abroad. In such cases you will be governed by the terms and conditions of service applicable to the new assignments. In case of deputation to a group company the terms and conditions of employment including gross salary and benefits, etc., as stated in this Appointment Letter will continue to be applicable.

13. Your work may require you to be sent on assignments, deputation to other office or client site or to foreign countries. In the event of the Company sending you on any such assignment, the following clauses shall be applicable to you:

- a. You will be deputed at our other office or client site as required which may be decided by the Company at its own discretion, and same shall be informed to you from time to time. You categorically agree to abide by the Company's decision at all time.
- b. In order to facilitate your travel and successful completion of the assignment, it will be necessary for the Company to make substantial efforts and investments like visa processing charges including the retainer fees of the attorneys, resident permits, transportation costs, airfare, immigration and relocation expenses, etc. Hence, if you fail to voluntarily or whole-heartedly complete your overseas assignment, then the Company would incur loss on the expenditure incurred, and its business interests would be affected, among other things. Defaulting on any of the clauses given below will be deemed a violation of employment service conditions. In such a case, the management will have the right to proceed with necessary legal action.
- c. Should you fail to complete your overseas assignment or abandon the services of the Company during the period for which you have been deputed, you shall pay to the Company the damages of US\$10,000 immediately on your failure to complete the assignment. In addition to the above-mentioned damages, you promise to pay the Company an amount equal to the immigration and relocation costs incurred by the Company on your behalf. Currently, this amount varies from US\$ 3000 to US\$ 5000 depending on family visa, airfare and other associated costs.
- d. On completion of your assignment, you will be required to immediately return to India. Should you fail to do so, you promise to pay the Company, amounts equivalent to Two months' salary payable to you during your assignment abroad and an amount equal to the immigration and relocation costs incurred by the Company on your behalf. Currently, this amount varies from US\$ 3000 to US\$ 5000 depending on family visa and airfare.
- e. On your return to India, (after completion of your assignment), you will be required to serve the Company in India for a minimum period of three months failing which you would be required to pay three months' salary.

14. Confidential Information:

a) Definition: During the course of your employment with the Company, you may come across or become privy to various kinds of information in documentary, electronic, oral form, relating to the Company's, its associates, its partners and /or its client's businesses, their business plans, strategies, processes, systems, intellectual property rights (IPRs) [such as software programs, source codes, object codes, designs, drawings, specifications, processes, formulae, inventions, discoveries, improvement, procedures, technology, techniques, methods, records, documents, proposals, concepts, ideas, data, know-how, etc., pertaining thereto and any trademarks, copyrights, patents, in respect of such IPRs], financial information [such as prices, pricing formulae and statistics, costs and discount structures, financial data], market share, product and services development, travel and demonstration schedules and venues, customer lists, and other trade secrets and materials (collectively described as "Confidential Information").



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b) Obligations: The obligations contained here shall survive the termination of this Agreement. The obligations shall include, but not be limited to the following:

- i) You shall not at any time make copy, take possession, disclose or divulge or make public any Confidential Information to any person, including but not restricted to competitor(s) of the Company nor use such Confidential Information for any purpose other than in the discharge of your duties under the terms of your employment. Your obligation of confidentiality shall not prevent you from disclosing any information that you may be required to disclose under any law for the time being in force
- ii) You shall not during your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer of third parties and that you will not bring into any premises of the Company, any document or proprietary information belonging to any such employer or third parties unless consented in writing by such employer or third parties.
- iii) You recognize and understand that the Company has received and in future will receive from third parties, which may or may not be customers or prospective customers of the Company, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. You agree that you will hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out your work for the Company in conformity with the Company's agreement with such third party.

c) Condition for receipt of Confidential Information: You acknowledge that you would be provided with information about the Company during the term of your employment or association with the Company and your employment or association will continue to bring you in close contact with confidential affairs of the Company. Thus you acknowledge that by reason of your employment or association with the Company, you will acquire Confidential Information.

d) You acknowledge that all confidential information is of great value to the Company and essential to preservation of the business and the goodwill of the Company.

e) Ownership:

- i) All rights, title and interest in all Confidential Information shall be and remain the exclusive property of the Company including the Confidential Information developed in whole or part by you during your assignment with the Company. You agree and assign to the Company all right, title and interest you may have in such Confidential Information and to execute any instruments and to do all other things reasonably requested by the Company both during and after your employment with the Company in order to vest more fully in the Company all ownership rights in Confidential Information transferred by you to the Company.
- ii) If any one or more of the items described above are protected under the copyright laws and international copyright treaty and are deemed in any way to fall with the definition of "work made for hire", the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protected by categories of the "work made for hire" definition contained under the relevant law of any nation or jurisdiction, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of this Agreement

f) Return of Confidential Information: Upon termination of your employment or cessation of your association with the Company for any reason, you shall immediately turn over to the Company any Confidential Information/documents and where it is not possible to return, destroy the same and confirm in writing. You shall have no right to retain any copies of any Confidential Information for any reason whatsoever after termination of your employment or cessation of your association with the Company, without the express written consent of the Company.



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15. During the course of your employment with the Company, any concept / design, invention, discovery, improvement on any new or current methods, processes, systems, software programs (collectively described as "Creations") developed by you, either singly or jointly with other employees, either for the Company or for its clients or associates or partners shall be the sole property of the Company or its clients or associates or partners as the case may be, and you shall have no claim on the same. You shall take all such steps, actions as may be needed to establish and/or perfect all rights including intellectual property rights in such creations and/or to transfer or assign the same in favors of the Company.

16. If you indulge in any act or omission amounting to fraud or dishonesty, embezzlement, misrepresentations, misappropriation of funds, thefts or other unethical activities or have conducted yourself in a manner inappropriate to your position in the Company and which is prejudicial to the interest of the Company, or do not adhere to the information security requirements of the Company, the Company shall have the right to terminate your services with immediate effect, without prejudice to any of its other rights including the right to pursue civil or criminal proceedings.

17. You shall not take any gift, commission, or any kind of gratification or benefit in cash or kind from any individual, client, or firm having an association with the Company.

18. Authorization: Only those personnel authorized by a specific power of attorney or by a Board resolution or through internal authorization are empowered to sign legally binding documents, representing the Company. You agree that unless and until you are authorized, you will not sign any legal documents on behalf of the Company and such documents shall not be binding on the Company. The Company reserves the right to recover from you any damages, costs, and expenses incurred as a result of such unauthorized execution.

19. Company resources: You shall treat the resources of the Company with prudence and appropriate care and shall use the same for official purposes only. You agree to indemnify the Company for damages, losses, costs etc incurred by the Company due to misuse or damage caused to the resources by you.

20. In the event the Company shall incur or sustain any costs or expenses including legal fees, in connection with or arising out of any breach, threatened breach or otherwise to obtain the full and prompt performance of this Appointment letter by you, you shall pay such costs or expenses including reasonable legal fees on the Company's demand.

21. When your employment is terminated for whatever reason and if you receive a paycheck that covers a period for which you have not worked, you must return the said excess money to the Company within 24 hours of receipt of such excess payment. In the event that you fail to return the said money, the Company has the right to seek legal means to recover the same. You shall then be responsible for all costs and expenses including but not limited to court costs and legal fees that the Company may expend.

22. You shall be responsible for your personal property. However with regard to the Company's property, you shall, upon your resignation or termination of your employment with the Company, shall return to the Company within 24 hours, all properties that were in your possession. You shall not tamper with such properties and in case of storage devices, copy, disclose, transfer, password-protect, delete, or in any way tamper with the integrity of the data contained in those storage devices. In the event you fail to return the said properties and the data contained, then the Company shall charge you for the cost of said properties and data still in your possession and shall take legal actions to recover the same or collect the value of said property and data, at your cost and consequences

23. The terms in this Letter may be specifically enforced legally, if required. In this connection, if any of the provisions of this Letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Letter shall continue in full force and effect.

24. Amendment: No amendment to this Letter shall be valid and effective unless and until the Company agrees to such amendment in writing.



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25. Notice: Any notice under this Letter shall be sent to the Parties at the address first mentioned above and shall be deemed to have been delivered upon acknowledgement of its receipt.

26. Governing law and jurisdiction: This Letter shall be governed by and construed in accordance with the laws of India. The courts in Mumbai shall have exclusive jurisdiction over matters arising out of this Letter.

27. Survival: The terms and conditions of this Letter which by its nature survive, shall survive the termination of this Letter.

28. You will keep us informed of any change in your residential address.

29. Your age of retirement from the services will be in accordance to the Personnel Policy of the Company.

30. Under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, you agree to give your consent for collecting your Biometric data to be stored safely & securely on Company server for Biometrics attendance system. The information collected from you shall be only used for the purpose for which it has been collected and will not be retained longer than it is required or is otherwise required under any other law for the time being in force. The Information collected from you will not be shared with any third party without your consent except order under the law for the time being in force.

31. If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by signing the duplicate of this document. Unless we receive intimation from you as stated above, the appointment made by this letter, shall, unless otherwise decided by the Company, stand automatically revoked.

For 3i Infotech Limited,

Shilpa Pai

Senior Vice President Human - Resources

I agree to accept employment on the terms and conditions mentioned above under Serial numbers 1 to 31. I shall be reporting for duty on **31-Mar-2025**.

Name : **Venkat Selva Kumar**

Signature :

Date : **02-04-2025**



Mr. Venkat SelvaKumar

Employee ID: 1005327

Salary Structure

Location	Bangalore
Grade	G1
Designation	Associate Engineer-Desktop Support
Components	Annual (INR)
Basic	1,39,992
Advance Statutory Bonus	11,652
Supplementary Allowance/Flexible Basket	1,63,344
PF	21,600
Gratuity	6,732
Insurance	6,648
Total CTC	349,968

Note:-

1. *Variable Pay (if mentioned above) is the maximum amount payable. The final payout will be based on Company, Team and Individual performance and prevailing Company policy at the time of payout.
2. Your Salary is subject to deduction of Income Tax in accordance with the provision of the Income Tax Act.
3. You will be covered under Gratuity and Employee Insurances as per company policy.
4. Statutory deductions as applicable.
5. The Flexi Basket is a fully taxable component. However, you can allocate your Flexi Basket pay across different choice pay components based on your preferences. The allocated amount becomes tax-exempt once you submit the necessary bills for the claimed amounts under each flexi-basket component. The Flexi basket components offered by the company are mentioned below. These can change at any time in line with government regulations and company policy.

- Meal Card
- Leave Travel Assistance
- Books and Periodicals Subscription,
- Car leasing, driver's salary
- Health and sports club membership
- NPS
- Professional development membership
- Personal car running and maintenance
- All bills / supporting documents must be provided. In case the actual bills fall short of the amount chosen, balance amount will be paid as taxable allowance.



Shilpa Pai

Senior Vice President - Human Resources

Confidential

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