

Appointment Letter and Employment Contract

(This Appointment Letter and Employment Contract issued, defines the Terms of Engagement, Value Additions, Deliveries as required, with the set Acceptable Parameters and Compensations of such Deliveries, Values & Engagements. This Appointment Letter is Not a Promissory Note.)

Appointment Letter No XYT/FED/103/23-24

Date: 19th July 2023

Doc No – HR 3

Mr. Surla Lakshmanudu

Address: #1-259, mokka thota, Chitrada, Pithapuram, Rast Godavari, Andhra Pradesh, 533450.

XYUG,

A Company Incorporated under Companies Act 2013 with CIN U72900TG2022PTC159195 have its Registered Office at 3-5-212,Narayananaguda, Vittalwadi area Hyderabad TG- 500029, and Corporate office at 2nd Floor, Ashoka Raghupathi Chambers, 1-10-60 Adj, Prakash Nagar Metro Station Begumpet, Hyderabad. Represented by its Authorized Signatory.

Ms. Surla Lakshmanudu,

Father Name : Sattibabu

Date of Birth : 27/08/1998

Aadhar No : 3710 3081 7219

Pan card : HNDPS4156J

Address : #1-259, mokka thota, Chitrada, Pithapuram, Rast Godavari, Andhra Pradesh, 533450,

Phone No : 7337254405

This is in reference to your application dated 05th July 2023 and subsequent interview, we have issued you Provisional Offer letter by No: XYT/FED/146/23-24, dated on 14th July 2023, which is duly accepted by you. The company is pleased to inform you that you are appointed as "**FRONT END DEVELOPER**" in **XYUG TECHNOLOGIES PVT LTD**, based at Hyderabad. Below are the terms and conditions discussed and agreed upon.

1. Your appointment will be effective from 19th July 2023 as an employee designated as "**FRONT END DEVELOPER**".
2. Your salary and other allowances shall be as per enclosed Annexure which shall form part of this appointment letter.
3. Your job functions and responsibilities are defined broadly in the enclosed Annexure.
4. You will be on probation period of six months and on the expiry of the probation, if you are not confirmed in writing, your services shall be deemed to be automatically terminated. However, unless you are confirmed in writing, you shall not be deemed to be permanent.
5. The issue of the "Appointment letter and Employment contract" is purely governed and affected by Annexure attached.
6. During probation, the notice period for termination / resignation is as follows.

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Given below is the basic acceptance of both parties.

- Employers' issuance of Termination is – 24 hours
 - Employee's issuance of Resignation is – 90 Calendar days (Three months)
7. You shall only be relieved after your resignation and completion of – the given time frame mentioned above. You are also required to handover all the Company's property in your possession that you have acquired by virtue of your trade & employment. All devices data, information, Laptop, given items etc. on which the company is authorized owner.
 8. There are no trial periods & experiencing the office unnecessarily as such during probation. The minimum work day criteria is 30 days to get the salary processed for this period. If it doesn't meet the criteria of minimum work day of 30days the salary will not be processed.
 9. After successful completion of your probation, you will be confirmed in writing as a permanent employee of the company. You will be entitled to statutory and service benefits and be governed by discipline and other rules existing or may come into existence from time to time, as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time.
 10. Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the Company management and shall not be considered merely as a matter of right.
 11. During the period of service with the company, you shall not indulge and/or take part in any activity of formation of council and/or association or become a member being part of management staff which is found to be detrimental in the interest of the company in any way. Such an action shall be deemed as infringement to service conditions of the company and amount to causing damage to its interest and shall call for disciplinary action being taken against you, as it may deem fit and appropriate.
 12. A) During the tenure of your services, you will wholly devote yourself to the work assigned to you and will not undertake any other employment either on full or part time basis.
B) Any contravention of this condition will entail termination of your services from the Company. Any diversion even partly from the work and non-fulfilment of the duties towards the company or unsatisfactory performance or incomplete, poor below standard unsuccessful job deliveries, or pursuing any other secondary agenda other than the company's business agenda shall be termed as misuse of your appointment terms and called for mistrust and cheating.

For X-YUG TECHNOLOGIES PVT. LTD.


Authorised Signatory



- C) And may also attract recovery of any amount paid to you and also amount spent ancillary to the fulfillment of your employment during your service which also includes past amount paid to you as in any manner. The company may also recover over and above as mentioned supra, damage that shall be affected to the company due to your pursuing your personal secondary agenda.
- D) You are not allowed to take any courses academic or talent enhancement without seeking written permission from the Company. (If you are required to pursue any academic or talent enhancement courses you shall seek written permission from the company during your course of employment).
- E) Any contravention of any of the conditions of your appointment including poor and unsatisfactory performance will invoke the above conditions and your services will be termed as non-Working days/ non-Performing days, with loss of salary of such days, and recovery of any amounts paid to you.
- F) During your probation period, if there is knowledge delivery or training affected and the cost of the same is incurred by the company, the same shall be recovered from you, if you are to leave the company services within six months, or the term as agreed and committed by you.
12. Your performance will be reviewed for a period of 3 months. If your performance level is not up to the mark as required, then your package will be revised accordingly.
13. A) Your services will be liable to be transferred or loaned or assigned with/without transfer, wholly or partially, from one department to another or to office/branch and vice-versa or office/branch to another office/branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in Hyderabad, or any other concern where this Company has any interest. In such case, you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department/office, establishment, jointly or separately, without any compensation or extra remuneration or provision of accommodation. You, thereupon, may be governed by service conditions and other terms of the said concern as may be applicable.
- B) The aforesaid clause (A) will not give you any right to claim employment in any associate or/sister concern or ask for a common seniority with the employee of sister/associate concern.
14. In the event you are absent from duty without information or permission of leave or you overstay your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the company.

For X-YUG TECHNOLOGIES PVT. LTD.,


Authorised Signatory


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Your services are also liable to be terminated at any time:

15. A) during probation or after confirmation, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on
B) As and when the company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and/or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed form or otherwise as regard age, education qualification, experience, salary etc.
16. You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company. All documents, plans, drawings, prints, trade sectors, technical information, reports, statements, correspondence etc., written or unwritten and also information and instructions that pass through you or come to your knowledge shall be treated as confidential. You shall not utilize them for your own use or disclose to other persons or after your employment. During the course of employment with the company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products activities, know how, methods or refinements And business plans and business secrets and other information concerning the products/business of the Company, hereinafter called the "SECRETS". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information during course of employment and on cessation for at least 2 years period.
17. You shall carry out the job of your designation and responsibility and such other Jobs Connected with or incidental to which is necessary for business of the Company. You shall do any other work assigned to you, which you are capable of doing or work at any other post which has been temporarily assigned to you.
18. You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the Management. You will be bound by rules, regulations and orders promulgated by the management in relation to conduct, discipline and policy matters. You will not give out to any one, by word of mouth or otherwise, particulars of our business or administrative or organizational matters of a confidential nature which may be your privilege to know by virtue of your being our employee.
19. Your appointment is governed by pure performance activities. You are required to perform as was stated by you during your interview and subsequent process of selection, that you are suitable for this post and agreed for the responsibilities that is inherent with this post. Thus, this appointment letter had been issued, and employment contracted.
20. While you are in employment of the company, you may be given or handed over company's property and/or equipment for official use and you shall take care of them including their upkeep. On cessation of employment with the company, you shall return all documents,

For X-YUG TECHNOLOGIES PVT. LTD.

Authorised Signatory

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books, papers relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company possession.

21. Any balance of advance or loan if taken by you from the Company, shall be fully recovered from your salary and any other legal dues including Gratuity, at the time of you're leaving the services of the Company.
22. While working as an employee if you enter into any business transaction with any party on behalf of the company within your permissible limits, it shall be your responsibility to ensure recovery of outstanding. If any outstanding remains at the time of leaving the services of the company, it shall be your responsibility to recover for remittance to the company before you proceed to settle your legal dues in full and final settlement of your account.
23. All the Clauses Mentioned in the Provisional Offer Letter and then accepted by you shall also be part and parcel of this Appointment letter.
24. The Company is obliged to deduct Income Tax at source as per provision of Income Tax Act/Rules. Accordingly, you are required to submit all required proof of permitted savings/investments and other details from time to time enable the Company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the Company is required to pay any interest or payment under Income Tax Act, it shall deduct the amount as may be paid or payable from your salary or other payments and you shall allow the Company to comply with these requirements without objection.
25. All disputes arising out of this letter will be subject to the jurisdiction of the Hyderabad Court. And that the courts, tribunals and/or authorities at Hyderabad only shall have jurisdiction to entertain, try and decide such disputes of differences arising out of or pertaining to this contract of employment, irrespective of your working place being elsewhere at those times.

26. I Surya Lakshmanan do hereby agree and accept the above Letter of Appointment and Employment Contract.

27. I Surya Lakshmanan hereby give minimum guarantee of **THREE MONTHS / SIX MONTHS / TWELVE MONTHS** of stay with **XYUG TECHNOLOGIES PVT LTD**, from 19/07/23 till 19/10/23 and in verification and acceptance of the same have countersigned hereunder.

For X-YUG TECHNOLOGIES PVT. LTD.

Hakeem
Authorised Signatory

Lakshmanan



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28. Annexure one and two attached herewith is a part of this appointment letter.

Signature

Name: Mr. Surla Lakshmanudu

Date: 19-07-2023

Place: Hyderabad

You are required to return the duplicate copy duly signed on each page of the appointment letter as a token of your acceptance of the terms and conditions of your employment as mentioned and agreed by you in the Letter of Appointment and Employment Contract.

Hope that this will be the beginning of the long and successful career with us.

For XYUG TECHNOLOGIES PVT LTD



For X-YUG TECHNOLOGIES PVT. LTD,

Authorised Signatory

Authorised Signatory

End of Appointment Letter and Employment Contract of Five pages

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NO TEXT VALID
AFTER THIS LINE