



NUCLEUS SOFTWARE EXPORTS LTD.

Confidential

Ref:NSEL/HR/ 2013

Date: November 07, 2013

Mr. Sourabh Agarwal
Hno-2657/sector 2
Faridabad
Haryana
India

Offer cum Appointment as Software Engineer

Dear Sourabh Agarwal,

We welcome you to Nucleus Software and are pleased to offer you the position of **Software Engineer, at Grade 4.**

Below mentioned are the specific terms and conditions of your offer. Request you to read the details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e. **December 30, 2013** with **Nucleus Software Exports Limited** (herein referred to as 'Company'). Please contact us immediately if you require an alternative joining date. In case of non – acceptance of this offer or agreement on mutual joining date this offer will stand cancelled.

To confirm your acceptance of this offer, you are requested to:

Acknowledge and communicate the acceptance of the offer letter and date of joining as per Annexure I.

Please note that the employment terms mentioned in this letter are subject to the Company policy.

1. Appointment:

a. You will be on probation for a period of 6 months. During the period of probation your progress will be reviewed periodically. On successful completion of the probation period, your services would be confirmed which will be intimated to you in writing.

b. The retirement age is 58 years. However, you may opt for voluntary retirement at any age before 58 years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month in which your 58th birthday falls.



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c. You will be presently posted at **NOIDA**. During employment with the Company, you may be posted or transferred / attached to any other Company of the NUCLEUS GROUP or to any of the offices / subsidiaries / units / associated offices of the Company, to any town or city in India or abroad, at the sole discretion of the Management. While working in another Company on transferred / attached status, you shall be entitled to emoluments and perks as applicable in transferred / attached Company and for all purpose you shall be deemed to be employed in the Company.

d. Your appointment is contingent upon Medical Fitness Certificate, satisfactory reference, background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).

2. Compensation:

a. Your total compensation will be Rs. 494,331/- per annum (Four Lakh Ninety Four Thousand Three Hundred And Thirty One Only). Refer to salary annexure for details.

b. The Variable Compensation component is governed by our Variable Pay Policy.

c. The Company shall deduct from your compensation payments, the amount towards all present and future tax levies and social security legislations applicable in India and/or the place of posting that you are required to pay as an employee and/ or as recipient of compensation or perquisite. If you receive any excess payments, you shall hold them in trust for the Company.

d. Your salary will be reviewed periodically as per Company policy. Changes in your compensation are subject to the discretion of the Company and will be subject to and be on the basis of your effective performance and results during your employment and other relevant criteria.

3. Variable Pay Plan:

You will be eligible to participate in the variable pay plan in accordance with relevant policies of the company as may be amended from time to time. Your annual target variable pay is 10% of the CTC. Please understand that no payment under this plan is guaranteed, and is subject to attainment of organization / business / function goals as applicable as well as individual performance through the performance period. Any annual or other incentive / bonus payments are discretionary, non-binding and revocable for future years.

Basis this your variable pay could range from 0% to 10% of your CTC.

4. Other benefits & Financial Assistance Reimbursement:

a. Leave, holidays and working hours as applicable to your category of employees and location of posting.



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- b.** Perquisites, if any, as applicable to your category of employees and / or based on functional requirements as determined by the Company.
- c.** Participate in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
- d.** Leave Travel Assistance as per the policy of the Company. (Incase applicable as per policy).
- e.** You will be eligible to participate in the Group Insurance and Group Medclaim Policy for your category of Employee.
- f.** You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act, 1972.
- g.** You will be entitled for Health Checkup policy as per Nucleus Policy.
- h.** Any financial assistance made by the Company towards facilitating your joining would be reclaimed if the employment tenure is less than 1 year; unless specifically approved by the Management. Any amount reimbursed or reclaimed by the Organization will be subject to tax deduction as per Tax laws.

5. Service Contract:

- a.** While on probation your services can be discontinued by giving 30 days notice or basic salary in lieu thereof on either side. After confirmation, your services can be discontinued after giving 2 month(s) notice or basic salary in lieu thereof on either side. In addition, it would be compulsory for you to serve at least 50% of the notice period both during probation or confirmation period. However if the business exigencies require you to continue the employment during entire notice period, you shall do so.
- b.** Your services can be terminated on grounds of indiscipline, misconduct, misappropriation, malpractice, parting of vital business information or information of confidential nature to a third party without proper authorization.
- c.** Your services can also be terminated for continued absence from duty without information and authorization beyond eight working days or continued ill health resulting in your absence from work for a period exceeding three months.
- d.** Company also reserves the right to send you for training within or outside India, and in such event & when you travel abroad for transition / knowledge / process transfer, you may need to execute certain agreement(s) / documentation(s), as per Company requirement. In view of the fact that the company shall be making arrangements, and making considerable expenditure towards the same, the Company shall insist that the said agreement(s) / documentation(s) be executed.

6. Employment Guidelines or Rules of Employment:

Your service will be governed by the service rules and regulations and policies of the Company, which are in force or which may come into force from time to time, as applicable to all employees of the Company.



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i. Non-Compete:

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you would be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that during the term of your employment and for a further period of 1 (One) year thereafter you shall not, either directly/ indirectly engage with or provide any service of whatsoever nature to any of our clients/ vendors/ competitors. You also acknowledge that the breach of this clause could cause damage to the Company that cannot be reasonably estimated. Accordingly, you further agree that in the event of breach or threatened breach of this clause, the Company may seek injunctive relief against you in a Court of competent jurisdiction.

ii. Conflicts Of Interest:

- a.** You are required to engage yourself exclusively in the work assigned by Nucleus and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Global Head.
- b.** You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Nucleus.
- c.** The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Nucleus (irrespective of the circumstance or the reasons for, the cessation) not to solicit, induce or encourage:
 - 1.** Any employee of Nucleus to terminate their employment with Nucleus or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - 2.** Any customer or vendor of Nucleus to move his existing business with Nucleus to a third party or to terminate his business relationship with Nucleus.
 - 3.** Any existing employee to become associated with, or perform services of any type for any third party.
- d.** In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the position of Nucleus and resolve the conflict with Nucleus Software Exports Ltd.

7. Moral Responsibility & Honesty:

You are expected to deal with company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the Company.



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8. Other Employment:

During the continuance period of your employment with us you shall not work directly or indirectly for any other firm Company or organization whether with or without remuneration nor will you engage yourself or be interested directly in any trade or business, either as employer or employee or partner or advisor or any other capacity.

9. Arbitration:

Any dispute(s) or difference(s) arising during the course of your employment shall be settled amicably. Failing such settlement, the same shall be settled by arbitration of a single arbitrator to be appointed by the Head HR of the Company or any person appointed for this matter by the Company. The award made in pursuance thereof shall be binding. The venue of arbitration proceedings shall be New Delhi and the Courts at New Delhi alone shall have jurisdiction over any such matter.

10. Education:

In case you intend to appear in some examinations or wish to attend some classes while working with Nucleus Group, you are required to obtain prior permission in writing from the management giving full details of course including time frame involved.

11. Invention & Discoveries:

While employed with NUCLEUS you will promptly disclose to it and assign to it your interest in any invention, improvement or discovery made or conceived by you either alone or jointly with others, which arises out of any proceeding relating to such invention, improvement or discovery and in obtaining domestic and foreign patent or other protection covering the same.

12. Medical Fitness:

You are required to maintain yourself in medical /physical/mental state of fitness and ensure regular medical checkups and wherever applicable would be governed by Health Checkup Policy. Any neglect on your part in maintaining good health may render you medically unfit for the services. In such a case your services are liable for termination, not withstanding other conditions mentioned in the letter or otherwise.

13. Secrecy:

You will not give anyone, by word of mouth, writing, facsimile any particulars or details, which you acquire during the course of your employment of our working system, technical know how, security arrangements, administrative and/or organization matters of our and our clients whether confidential either during your employment with Company or afterwards.



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Please note that the terms and conditions of your service contract as stipulated here or to be intimated hereafter are to be treated as strictly confidential and you are not to divulge its contents to any employee of the Company/person connect with the Company.

14. Documents:

Appropriate action may be taken in case of violation of any of the terms and conditions mentioned in the Offer Cum Appointment Letter.

Your joining will be subject to submission of documents as per Annexure – II (document list). In case of incomplete documents, joining shall be delayed or cancelled.

You are advised to read this letter carefully and if the terms and conditions are acceptable to you please sign the duplicate copy as a token of your having understood and accepted the same.

Welcome to the Nucleus family and we look forward to a long, fruitful, happy and exciting association with you.

With Best Wishes,

^{for} **Nucleus Software Exports Limited**

Siddarth Tyagi
Associate Manager
Human Resource



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Annexure-I

Acknowledgement and Acceptance of Appointment:

a. Any change in the joining date must be sent to HR at least 7 days prior to your original joining date. The new joining date must be Monday or Wednesday and should be no later than 7 days from the joining date specified in the letter.

b. I **Sourabh Agarwal** have read and understood thoroughly the rules of service and the above terms of my appointment of my service and I do hereby agree with all terms as above and I shall abide by all general rules of service which are now or may thereafter to be in force & accordingly I accept my appointment of my service with you and shall be joining Nucleus on or before **December 30, 2014**.

This offer letter is valid subject to the verification of details provided by the candidate

Candidate's Name: Sourabh Agarwal

Candidate's Signature: _____

Date: _____

Place: _____



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Compensation Structure

Name Sourabh Agarwal
Candidate ID REC201311077304
Designation/Grade/IBU Name Software Engineer/4/NPD - FINNONE
Effective From December 30, 2014

Dear Sourabh Agarwal,

We are pleased to provide you with your personalized Total Rewards Statement.

Grade	4
Designation	Software Engineer
TOTAL REWARDS STATEMENT	PER ANNUM (INR)
Basic	194,000
HRA	116,400
Flexi Basket	102,820
Medical Allowance	15,000
Refreshment Allowance	13,200
Transport Allowance	9,600
Special Allowance	Balancing Figure
TOTAL FIXED SALARY	413,220
Target Variable Pay (at 100%)	48,500
RETIRALS	
Provident Fund (Employer's contribution)	23,280
Gratuity	9,331
COST TO COMPANY	494,331

With Best Wishes,

for **Nucleus Software Exports Limited**

Siddarth Tyagi
Associate Manager
Human Resource



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Group Medical Insurance :

1. In-patient hospitalization for a minimum of 24 hours for events / ailments such as accidents, maternity and pre-existing diseases coverage.
2. Insurance Company : ICICI Lombard General Insurance Company.
3. Coverage : INR 200,000 per annum family floater.

Group Personal Accident Insurance :

1. Eligibility : Employee Only.
2. Insurance Company : Bharti Axa.
3. Coverage : INR 200,000 per annum.

Group Term Life Insurance :

1. Eligibility : Employee Only.
2. Insurance Company : ICICI Prudential.
3. Coverage : Till grade 9 : INR 15,00,000 per annum and Grade 10 & above : INR 50,00,000 per annum.

Variable Pay :

No payment under the variable pay plan is guaranteed and is subject to attainment of business unit and individual performance goals / targets and company discretion.

Statutory Benefits :

1. Gratuity : would be paid as per Gratuity Act to employees with a minimum service of 5 year's service.
2. Provident fund : employees would contribute an amount equal to that of the employer (the current rate of contribution is 12% of the basic).

Flexi Basket :

Maximum eligible annual limit & eligibility for the components of flexi baskets are :

1. Medical Allowance (Grade 4 and Above) : INR 15,000.
2. Refreshment Allowance (All Grades) : INR 13,200.
3. Transport Allowance (All Grades) : INR 9,600.
4. Fuel reimbursement (Grade 11 and Above) : INR 28,800 for employees using personal car.
5. Leave Travel Allowance (Grade 8 and Above): One month basic salary. LTA will be payable once in a year as governed by income tax rules & internal company policy.

Net take home salary :

Take home salary will be net of PF and income tax deductions depending on your savings under various schemes. Also, the monthly take home would be impacted depending on the reimbursements claim every month.

PS: 'Subject to any statutory entitlement in existence, and in addition to specific contractual listed in the employment contract and schedule of employment, the company reserves the right to amend, suspend or withdraw enhanced or additional benefits at any time without notice.'



Annexure-II

Document Submission
List of BGV and Joining documents

Background verification:	
Documents	Document Type (Photocopies)
Others	Duly signed BGV Form, Criminal records verification form, declaration form for authorization of background check. 2 Passport size photographs
Qualification Documents	Xth - Mark sheet & Certificate
	XIIth - Mark sheet & Certificate
	Graduation - Mark sheet of all semester/years along with degree/certificate
	Post Graduation - Mark sheet of all semester/years along with degree/certificate
	Any other Degree/Certificate - Mark sheet/certificate
Employment Documents	Appointment letter, relieving letter, experience letter, Salary slips (last 3 months) for three previous employers
ID Proof	PAN Card
Address proof	Voter ID card/Passport/Bank Statement/Rent Agreement/Lease Agreement/Ration card

Joining:
1) Date of birth certificate
2) Two reference letters from your last organization
3) Passport
4) Eight passport size photographs with white background
5) Medical Fitness Certificate from a Registered Medical Practitioner
6) All education certificates & mark sheet (starting Xth onwards)