



CIN NO: U72900TG2017PTC115037

Ref. HR/BSITSS/OL/2024/15219

Date: 28-02-2024.

LETTER OF OFFER

Mr. Thimmeswarnaidu Modupalli,
Bangalore, India.
Tel# 91- 9704884852.

Dear Thimmeswarnaidu Modupalli,

Thank you for exploring career opportunities with **BSIT Software Services Private Limited**. You have successfully completed our initial selection process and we are pleased to make you an offer.

With reference to the discussion we had, we are pleased to extend you an offer of employment in our organization as an **Application Developer**. You are requested to be present in our office for fulfilling the joining formalities on **March 11th 2024**. Failing which the offer automatically stands withdrawn. Thereafter, unless and until the date is extended by us and communicated to you in writing.

Your employment with the Company will be subject to your acceptance of this Letter of Offer and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Letter of Offer will expire if you have not accepted the same on or before 2 business days.

Upon your acceptance of the offer herein, this Letter of Offer shall form the employment contract that is a valid and binding agreement of employment between BSIT Software Services Private Limited and you, and you shall be bound by the terms and conditions stipulated herein below.

True Copy.**Private and Confidential****Page 1 of 13**



1. Terms of offer of employment:

- a) Your employment with us will be governed by terms and conditions listed below and also referred in Annexure 'A'.
- b) Your annual gross salary agreed is **Rs. 2,00,000/- (Rupees Two lakhs only)** per annum. Necessary appraisal, which is based on individual performance, shall be given when due. Your performance will be reviewed after a period of 6 months to confirm your services in the company.
- c) The company follows every Twelve months, as the period of appraisal, where in your salary will be revised on the basis of your performance.
- d) Company will have all rights to pre-pone or postpone the date of joining and company will have right to outsource the employee to other company at any point of time.
- e) You may be promoted, transferred or deputed on the basis of your performance.
- f) At the time of joining, you are requested to submit photocopies of the following certificates for our further necessary action:
 - i. Schooling certificate in support of your age.
 - ii. Certificates supporting your educational qualification along with marks sheet.
 - iii. Your latest salary slips or salary certificate.
 - iv. Your relieving letter from your previous/present organization.
 - v. 2 copies of your passport.
 - vi. 4 passport size photographs and a copy of residential proof.
 - vii. The offer of employment has been made based on the information furnished by you on eligibility/experience purported to have. However, if there is any discrepancy in the documents submitted by you as a proof of the above, we may have option to revise/cancel the letter of offer.
 - viii. You're required to abide by all rules and regulations of the company as shall be in force from time to time.
- g) In all service matters, including those not specifically covered here, such as traveling, leaves, retirement, etc., you will be governed by the rules of the company framed from time to time.

True Copy.



CIN NO: U72900TG2017PTC115037

2. As a new member of **BSIT Software Services Private Limited.**, we extend you a warm welcome and look forward for a long and mutually fruitful association. Please sign the duplicate copy of letter of offer and return it to us as a token of acceptance. The letter of offer stands automatically cancelled if not joined within the date and time indicated above.

Yours sincerely,

For BSIT Software Services Private Limited.



(Sharada Nenavath)
Sr. HR-Director
Authorized Signatory.
Human Resources Divisions

Acceptance: I acknowledge that I have read understood and agreed to the terms of employment outlined above and accept the offer of employment.

Signature of the Employee:

M. Thirumaleswar Daidur

Date: 11-03-2024

Fulfill Ur Dreams with Our Technologies...

True Copy.

Private and Confidential

Page 3 of 13



ANNEXURE – A

Employment Terms and Conditions:

Review period:

Your performance will be reviewed to consider salary revision after 12 months from the date of joining.

No-show:

Failure to report at the specified office on the day **March 11th 2024** shall be deemed as "No-Show". In such an event, the offer stands cancelled.

Appraisal:

Your appraisal on your salary and promotions will be evaluated and provided on a quarterly basis depending on your performance and good productivity.

Time sheets:

You should fill your time sheets on a daily basis and forward the soft copy to the management for the record of your attendance and salary. Delay in receiving the approved time sheets will result in a delay in payment of your salary.

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for.

You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members.

True Copy.

**Job roles & responsibilities:**

1. You will be employed in the position of **Application Developer**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by BSIT Software Services Private Limited.
2. You will be required to comply with BSIT Software Services Private Limited rules, regulations and policies from time to time in force, including, without limitation, those policies set out in BSIT Software Services Private Limited Policies and Procedures, as communicated to you. BSIT Software Services Private Limited reserves the right to change BSIT Software Services Private Limited Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
3. You acknowledge that during the course of your employment, as the business of BSIT Software Services Private Limited, changes, it may be necessary to rotate you in other departments / units. BSIT Software Services Private Limited therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

Place of Work:

Your initial place of work will be at BSIT Software Services Private Limited facility in Hyderabad. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

True Copy.

**Assignment:**

You shall acknowledge that the services to be rendered by you are unique and personal. During your service with the Company, you shall not assign any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the Company.

Probation:

You shall be on probation for a period of 6 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with BSIT Software Services Private Limited with immediate effect and without any advance or prior notice, and with no further liabilities to BSIT Software Services Private Limited.

Leave:

You would be entitled to one paid leave for each full month of your service. Leaves cannot be encashed. A maximum of 12 leaves can be accumulated at any given point of time.

BSIT Software Services Private Limited will grant you leave as provided in BSIT Software Services Private Limited Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

Holidays:

As each region may have a different set of holidays, your holiday schedule will be governed by your office location.

True Copy.

**Indemnity:**

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this agreement.

Un-authorized absence:

Any absence for 5 consecutive business days without prior permission will be treated as UN-authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

Waiver:

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppels of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

Jurisdiction:

In case of any dispute arising out of the Agreement, it shall be subject to jurisdiction of appropriate Court of Hyderabad, Telangana, India.

Intellectual Property Rights:

All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

True Copy.

**Non-Solicitation:**

During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

HR Policy:

BSIT Software Services Private Limited, will not be providing any experience or relieving letter to the candidate if he/she is resigning the organization within 6 months of joining. Also, will not entertain to provide such documents if the candidate has not served the notice period.

Termination by the company:

The company may terminate your services with or without cause under the following conditions:

With Cause: The Company may, immediately and without notice, terminate your services with "Cause". The term "Cause" shall, as used in this Document, mean

1. the commission of a crime involving moral turpitude, theft, fraud or deceit;
2. conduct that has an adverse effect on the Company's reputation;
3. have been found guilty of any misconduct or indiscipline after due enquiry by BSIT Software Services Private Limited;
4. have violated or are in breach of any of the terms of this Letter of Offer BSIT Software Services Private Limited Policies and Procedures;
5. have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to BSIT Software Services Private Limited;
6. have suppressed any information or submitted false information with the view to obtain employment in BSIT Software Services Private Limited;
7. abstain from work for 5 consecutive days without informing BSIT Software Services Private Limited;

True Copy.



8. Your employment with us is terminable by either party serving with two months' notice period or wages equivalent to two months shall be paid to the other party. No employee of the company will be allowed for what so ever reason, to resign or quit form the employment of the company when a project is on. It is the primary duty and obligation of the staff involved in any software project, to ensure that the project is completed in all respects before they decided to resign or quit for better prospect.
9. You shall be on probation for a period of 6 months ("Probation Period") from the date of joining.

This arrangement may be terminated by either party upon notice in writing to either party with notice that complies with Employment Standards (or Labour Standards) for Your Province.

On the termination of your employment for any reason whatsoever, you will return to BSIT Software Services Private Limited, without delay, all assets belonging to BSIT Software Services Private Limited, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to BSIT Software Services Private Limited or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At BSIT Software Services Private Limited option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with BSIT Software Services Private Limited Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of BSIT Software Services Private Limited property/properties and releasing BSIT Software Services Private Limited from all claims, liabilities and obligations. Where BSIT Software Services Private Limited has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by BSIT Software Services Private Limited.

Without Cause: In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with 15 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 15 days, calculated on the basis of the last basic salary.

True Copy.

**Termination by Employee:**

During the Probation Period and after completion of the period of probation, if you wish to leave the services of the Company, a clear written notice of 2 months has to be given to the Company. In case of failure to give such written notice within the prescribed time, you will be liable to pay 2 month's salary to the Company and you are bound to make good the loss suffered by the Company and any other charges/liabilities Company incurs consequent to the failure to give required written notice. However, due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.

Confidential Information:

"Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- 1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- 2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- 3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- 4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

True Copy.



- 5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- 6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- 7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- 8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;

Liability for Breach:

You acknowledge and accept that your breach of any of the terms contained in this **Letter of Offer** in BSIT Software Services Private Limited Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this **Letter of Offer** (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

True Copy.

**Alternative employment:**

You will be a whole-time employee of the Company and will not engage yourself directly or indirectly in any other trade, business, profession or any other employment part time or full time anywhere in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the company without any notice or compensation.

Company properties in your possession:

You are expected to take proper care of company properties entrusted to you by the company. In the event of your resignation/termination you are obliged to return all the company's property like access/ID card, documents, machines, data, files and books etc., in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.

Code of conduct:

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments. Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

True Copy.



CIN NO: U72900TG2017PTC115037

General:

The above terms and conditions including those in Annexure-A (salary break up) is based on company policies, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time.

1. Your month salary breaks up will be as stated below. The deduction will be as per the rules of govt. in force from time to time.

GROSS SALARY SHEET

Name	Thimmeswarnaidu Modupalli
Designation	Application Developer
Location	Hyderabad

CTC Particulars	Monthly Pay (Rs.)	Annual Pay (Rs.)
Basic Salary	8,333.50	1,00,002.00
House Rent Allowance	3,333.20	39,998.40
Travelling Allowance	833.37	10,000.44
Medical Allowance	1,666.60	19,999.20
Special Allowance	2,499.99	29,999.88
Annual Gross CTC	16,667.00	2,00,000.00

Yours truly,

For BSIT Software Services Private Limited.



(Sharada Nenavath)
Sr. HR-Director
Authorized Signatory.
Human Resources Divisions

I acknowledge receipt of this Letter of Offer and, after reading and understanding the same, I accept BSIT Software Services Private Limited offer of employment on the terms set out in this Letter of Offer.

Signature of the Employee: M.Thimmeswarnaidu

Date: 11-03-2024

True Copy.

Private and Confidential

Page 13 of 13