

8th June 2020



To,
Mr. Vishal Gadade
Pune

Letter of Appointment

Dear Vishal,

We have the pleasure in offering you employment with **NCSI Technologies (India) Private Limited** (hereinafter known as the “Company”), on the following terms and conditions.

1. This appointment takes effect from the date of your joining duty which shall be no later than **8th June 2020**. If you fail to join the Company on or before **8th June 2020**, this letter of appointment (“Agreement”) shall stand automatically terminated.
2. Your Annual Gross Salary will be **Rs. 1,450,000 (Rupees Fourteen Lakh Fifty Thousand Only)**. This figure includes retiral benefit of provident fund, as per statutory requirements, benefits and perquisites as applicable. In addition, you are eligible to gratuity, according to the Payment of Gratuity Act, 1972 upon completion of five years of continuous service. All payments to you will be made subject to applicable tax deductions at source (“TDS”). The detailed break up of your gross salary is given in the Annexure-I to this Agreement.
3. You will be designated as **Test Lead / P3**. Your appointment is for our Qubix SEZ IT Park, Hinjewadi Phase 1 office. You will be attached to our **Pune** office but you will be required to attend to jobs at locations as may be determined by the Company from time to time. Further, you may at any time be required to travel within India or overseas to perform work or take up assignments at the Company’s or its affiliates offices, or otherwise. In case of travel on Company business, or your deputation, or travel in connection with your transfer, you will be entitled to such travel expenses / allowances as may be applicable to an employee in your position at that time.
3. You may also at any time, be seconded / transferred to or re-appointed in any of Singapore Telecom’s subsidiary companies or joint venture companies in India on the same or similar terms and conditions as at the time of your secondment / transfer /re-appointment. In such an event you will be required to observe and comply with policies and regulations of the company you are seconded / transferred /re-appointed to.
4. You will be required to work 42 ½ hours per week. You will be eligible for 21 working days of Annual Leaves (Jan-Dec) inclusive of 8 days of Casual Leave which are not eligible for carry forward. In case if you are joining after 1st Jan, your Earned Leaves will be calculated on pro-rata basis for the 1st calendar year of your service.
5. You will be covered under the Group Health Insurance, Group Personal Accident and Group Term Life Scheme as per the provisions and details of the Scheme taken by the Company. The details of the Scheme would be made available to you at the time of joining. You may note that till these insurance policies become applicable to you, the company would not be liable in any form, other than for making the application for such policies.

NCSI Technologies (India) Private Limited (CIN : U74999DL2018FTC336484) A member of the Singtel Group
5th Floor, It-7, VITP Private Limited-SEZ, Qubix business park Pvt. Ltd-SEZ, Plot No.2, Blue Ridge Township,
Phase 1, Hinjawadi, Pune-411057 W www.ncs.com.sg

6. You will be on probation for a period of six months, which may be extended by a further period of up to six months at the discretion of the management of the Company. On successful completion of the probationary period you will be eligible for confirmation in the services of the Company, in writing.
7. Except as provided otherwise in this Agreement, your employment may be terminated at any time by either party without assigning any reason whatsoever by giving the minimum required notice of three months in writing in accordance with the provisions of the company rules and any amendments made thereto from time to time. However if your employment is terminated by either party without any or sufficient notice, the party terminating the employment shall pay to the other party, salary due in lieu of the notice or sufficient notice. In case notice pay (salary in lieu of notice) is payable by the company or the employee, the notice pay shall be calculated solely on the basis of your basic salary, as applicable, and will not include the value of any allowances, benefits, or perquisites you receive by virtue of the terms of your appointment.
8. Notwithstanding clause 9 hereof, either party may, during the probationary period as herein stated terminate this Agreement without assigning any reason whatsoever by either party giving one month notice of such intention in writing.
9. Notwithstanding the above, during the period of your probation, or, after your confirmation, in case you breach any of the clauses of this appointment, or you are found to have committed an act of misconduct, your services may be terminated with immediate effect. In such event it would not be necessary for the company to give you any notice whatsoever.
10. You will execute and perform all duties as may be entrusted to you from time to time, in the above capacity or in any other capacity, to the best of your ability and also conduct yourself faithfully and conscientiously.
11. You will promote and expand the business of the company and may not, directly or indirectly, and neither solely nor jointly, be engaged in any other business or profession, whether it be during or after the hours of employment, without written sanction from the company.
12. You have represented to us that you are not subject to any written non-solicitation, non-competition, confidentiality or non-disclosure agreement which prevents you from entering into this Agreement with the Company or which affects the performance of your services under this Agreement. Should this be found to be untrue, your employment with the Company may be terminated with immediate effect.
13. During your employment with us, you may receive or have access to secret, confidential or proprietary information relating to the company, or other organizations` to which the company may have interest (equity or otherwise) in or be held responsible to. You are required not to disclose or divulge or cause to be disclosed or divulged such information without the prior written approval of or clearance with the company as the case may be. This condition shall continue to apply even when you are no longer employed by the company.

14. You hereby unconditionally and unequivocally grant your consent and allow the Company to do the following:

- a. Collect, possess, receive, upload, store, deal with, handle and/ or use your personal information provided to the Company as well as to be provided from time to time, for lawful purposes connected with your employment and in respect of any services you may obtain from the Company, as per Company's privacy policy;
- b. Share, disclose, transfer and/ or provide access to your personal information to such persons as Company's privacy policy.

15. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the company from time to time ("Rules") including those relating to conduct, discipline, benefits, salary review, designation, retirement and any other matters as though these rules, regulations and orders were a part of this contract of employment. Such policies, rules, and regulations may be subjected to alteration and amendment. Any update to the Rules will be intimated to all employees by a general email communication. The Rules, including any update from time to time are also available in the Company's intranet, and you are expected to review this periodically.

16. When your employment with the Company ends for any reason, you shall return to the Company all content, in whatever medium, owned by the Company, including, without limitation, all confidential information, papers, notes, memoranda, manuals, devices, e-mail, documents, diskettes, tapes and any other material. You shall also return any keys, access cards, cell phones, computers, identification cards and other assets belonging to the Company and/ or its subsidiaries. All data and information stored on or transmitted using the Company owned or leased equipment is the property of the Company. If physical hand over is not possible then such information shall be destroyed and you shall inform the Company immediately.

17. Miscellaneous Provisions

Governing Law – This Agreement is governed by and construed in accordance with the laws of India.

Successors and Assigns -The Company may assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. In contrast, this Agreement is personal to you and cannot be assigned by you.

Severability – If any of the provisions of this Agreement become or are declared unlawful, invalid or unenforceable for any reason whatsoever by any court or other competent tribunal or authority, such provision shall be divisible from this Agreement, and shall be deemed to be deleted from this Agreement, and all other clauses or parts contained in this Agreement shall remain in full force and effect.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and our organisation. We trust that our relationship will be guided by a quest for excellence in all facets of our interactions, as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return to us the duplicate copy of this Agreement, duly signed by you, as confirmation that you have accepted the terms and conditions of this appointment.

Yours sincerely,
For and on behalf of
NCSI Technologies (India) Private Limited

Aditya Arora
Manager, Human Resource – SGO India

I agree to and accept the above terms and conditions of employment:

Signature:

Date:

Place:

Annexure to Appointment Letter - Vishal Gadade		
Salary Structure		
Components	Monthly	Annual
Basic Salary	43,500	522,000
House Rental Allowance	17,400	208,800
Special Allowance	27,005	324,060
Statutory Bonus	8,700	104,400
Children's Education Allowance*	200	2,400
Children's Hostel Allowance*	600	7,200
Employer's contribution to PF	5,220	62,640
Leave Travel Allowance*	3,625	43,500
Telephone & Home Broadband Reimbursement*	1,000	12,000
Professional Development Reimbursement*	1,500	18,000
Gross Salary	108,750	1,305,000
Annual Performance Bonus**		145,000
Total CTC	108,750	1,450,000
<p>* Payment on submission of bills</p> <p>* You can choose to reduce the quantum or opt-out of these components, the balance will be added to Special Allowance</p> <p>**At the discretion of the organization as per the company policy</p>		

Additional Benefits

You will also be entitled to the following additional benefits on monthly basis which will be subject to taxation as per the income tax guidelines. These following benefits are over and above the salary and will be outside the scope of annual increment. You will be required to submit your claims to the payroll vendor on or before 6th day of every month for the reimbursement to be processed in the same month. The amount will be reimbursed based on the eligibility and on submission of valid receipts only. NCSI India reserves the right to validate and approve the receipts. Once approved, the reimbursement will be paid along with your monthly salary as part of reimbursements. You are required to submit your reimbursements within 3 months of the date of receipt of the payment and within the same financial year. Any unclaimed amount will not be carried forward to the next financial year and will be forfeited.

1. Childcare Subsidy – INR 36,000 pa
2. Transport Subsidy – INR 26,000 pa
3. Food Coupons – INR 39,000 pa
4. Flexi Spending Account – INR 15,000 pa

UNDERTAKING OF CONFIDENTIALITY



1. I, **Vishal Gadade** have joined NCSI Technologies (India) Private Limited (NCS India) as **Test Lead** on **8th June 2020**.

(The term 'Company' hereafter would refer to NCSI Technologies (India) Private Limited, its parent company Singapore Telecom and /or any of the companies of Singapore Telecom group).

1. I am aware that by virtue of my employment in NCSI Technologies (India) Private Limited or any of Singtel subsidiary companies or joint venture companies, pursuant to my letter of appointment dated **8th June 2020**. I will have access to Company data, some of which is extremely confidential.
2. I am further aware that any leakage of data through any of my acts of omission or commission may lead to an adverse effect on the business interests of the Company.
3. Therefore, I undertake the following :
 - a. During my employment, to treat all data as confidential whether so marked or not and not to disclose any of the operational data of the Company to any unauthorized person within or outside the Company. Data in this case includes facts such as the state of progress of various projects or the name of persons working on various projects, the kinds of projects, etc.
 - b. Further, I shall ensure the safe custody of all data, records and equipment in my custody. I shall hand over such records, data etc. only to authorized persons against proper receipts.
 - c. I shall avoid any communication of information on open channels such as telephone, fax, email or other methods that may lead to a loss of secrecy of information.
 - d. I will not pass on any information, known or believed by me to be classified or sensitive, even after my leaving the Company for at least a reasonable period of three (3) years.

Signature :

Name : Vishal Gadade

Date : 8th June 2020

Place : Pune

NON COMPETE AGREEMENT

I, **Vishal Gadade** do hereby acknowledge and confirm the following:-

1. I am accepting employment with NCSI Technologies (India) Private Limited (NCSI India). I agree to the following terms herein and acknowledge that this is a material condition of my employment with NCSI India.
2. I am required, on behalf of NCSI India, to provide services to, or solicit business from, various clients of the Company for whom I performed services as a company employee (each such client hereinafter referred to as a “Customer”).
3. In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with NCSI India for any reason, I will not:
 - a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with NCSI India;
 - b. accept any offer of employment from a Named Competitor of NCS Pte. Ltd., if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with NCSI India.

For the purposes of this Non-Compete Agreement, “Named Competitor” shall mean the following entities and their wholly owned subsidiaries:-

- a. Tata Consultancy Services Limited
- b. Accenture Limited
- c. International Business Machines Corporation
- d. Cognizant Technology Solutions Corporation
- e. Wipro Limited
- f. Infosys Limited
- g. Tech Mahindra Limited
- h. HCL Technologies Limited

Signature :
Name : Vishal Gadade
Date : 8th June 2020
Place : Pune