



Aug 1, 2011

To,  
Mr. Vishal Gadade

Dear Vishal,

**Sub: Appointment Offer**

With reference to the interviews you had with us, we are pleased to offer you a position of **QA Engineer** in our organisation on the salary and benefits as described in the Annexure to this letter and subject to the terms & conditions specified below:

**1. Date of Joining**

You are expected to report for duties at the earliest possible date, but not later than **1st Aug 2011** failing which this appointment offer stands withdrawn automatically.

**2. Probation**

You will be on probation until your successful completion of the probationary period is confirmed in writing. The probation period is [6] months and may be extended at your manager's discretion.

**3. Termination:**

- During the period of probation, your appointment is terminable by 30 days' notice or 30 days' salary in lieu thereof on either side, without assigning any reason. On confirmation, your appointment is terminable by two-month notice or two month salary in lieu thereof on either side, without assigning any reason. The company reserves the right to waive off / extend the notice period on case-to-case basis, without assigning any reason.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false,

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and/or if you have suppressed material information regarding your qualification and experience, the Company may terminate your services without notice or compensation.

- All employees are required to read and comply with Sigma's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and condition of employment may results in termination of your services with notice or compensation.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.

#### **4. Salary structure and Taxation**

The salary structure of the Company may be altered/ modified at any time without prior notice & your package of remuneration & other terms may be altered/ modified from time to time. Further, salary, allowances & all other payments/benefits will be governed by statutory provisions in force from time to time & subject to deduction of appropriate taxes at source.

#### **5. Pre-requisites for relieving from the employment**

- Upon the termination/resignation of your employment, you will immediately surrender all the material belonging to the company or created during the course of employment, including (but not limited to) all notes, correspondence, documents, client lists, records, databases, discs, programs and related data of any kind in any way associated with the company or the work conducted during the period of your employment and any other property of the company entrusted to you for the purpose of carrying out the work assigned to you.
- The company shall not relieve you from the employment till you pay back all the dues, if any, which you owe to the company in the form of cash or kind.

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#### 6. Confidentiality of remuneration and other terms of employment

Please note that the matters pertaining to the terms and conditions of your employment including your remuneration are strictly personal and private between you and the Company, and you are expected to keep utmost confidentiality in this regard.

#### 7. Confidentiality of information

You shall observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own benefit. Once you are appointed as an employee of the Company, then you should sign a separate Confidentiality Agreement and Non Compete Agreement.

#### 8. Nature and location of Work

- This offer is subject to your preparedness to be associated to work in any software environment within the company or its sister concerns, or on work site wherever the client of the company is located as desired by the Company from time to time.
- At present, you will be posted at our office at 6<sup>th</sup> Floor, Sigma House, Senapati Bapat Road, Pune – 411016. However, your services are transferable to any other department, work sites, offices, branches, associate or group companies anywhere in the world depending upon the exigencies of work and as per decisions of the management of the company.

#### 9. Intellectual property rights

You hereby agree that the entire right, title and interest in and to any copyright and other intellectual property rights or proprietary rights arising in connection with anything you develop or help to develop or associate to develop during your employment with us will at all times vest in and shall be the property of the company and you will not make any claim or make any attempt to claim or secure any such intellectual property rights in your name or in the name of anybody else except in the name of the company.

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## 10. Multiple Employment

- You are required by the Company not to undertake any employment or enter into any other type of association anywhere else, even on a part time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the company without notice, with no liability on part of the company for payment of compensation in lieu of such notice.
- The rules of the company governing all matters specified above including matters such as designation, emoluments & the structure thereof, etc. are subject to change without prior notice.

## 11. Documents

If you decide to accept our offer, please bring the following documents for our records at the time of joining:

- Education degree certificate and all year mark sheets for the highest degree attained. Photocopy should include both front and back side of certificates.
- Relieving letter or resignation acceptance letter from your most recent employer. if you have been employed 6 months or less with the most recent employer, you must also bring a relieving letter or resignation acceptance letter from the prior employer. Include your employee number with such previous employer(s).
- Proof of identity. Bring one of the following documents: passport, driving license, voter's identification card, PAN card, or credit card with photograph.
- Copy of Passport – if you don't have a passport then kindly apply for passport immediately and carry the acknowledgement on the date of your on boarding.
- Three self photographs.

## 12. Travel

You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.

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### 13. Acceptance

If terms & conditions offered herein are acceptable to you, please return a duplicate copy of this offer to the undersigned, duly affirming your full signature.

### 14. Other

- Your appointment is contingent upon satisfactory reference & background checks including verification of your application material, education and employment history. Your employment is also contingent upon your ability to work for company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).
- This offer is conditional upon having a Passport If you do not have a passport then you are required to apply for a passport immediately and carry the acknowledgement on the day of your on boarding.
- You will abide by all the rules and regulation of the Company which are in force from time to time and the company have right to vary or modify any or all the above terms and conditions which shall be binding on you.
- During your service with the company, you are expected to devote your whole time and attention to the Company's affair and refrain from directly or indirectly engaging in any other business.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Any and all the terms and conditions of the services may be modified or changed at the Company's discretion.

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## Sigma Software Solutions Pvt. Ltd.

We look forward to working with you at Sigma Software Pvt. Ltd. Our heartfelt welcome to you & wish you a successful, rewarding career with us.

Thanking you,

Sincerely,

Ulhas Theurkar

Manager-HR

Sigma Software Pvt. Ltd

### ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree that I have read, understand, and accept employment with Sigma Software under the terms and conditions stated above.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date of Joining (If requesting an alternate date): \_\_\_\_\_

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## Annexure 1

Name: Vishal Gadade

Date of Joining: 1st Aug 2011

Designation: QA Engineer

Work Location: Pune

Salary Components	Monthly Amount(Rs.)	Annual Amount(Rs.)
Basic	7,273	87,280
HRA	2,909	34,912
Transport Allowance	800	9,600
Education Allowance	200	2,400
Special Allowance	4,365	52,380
Variable Performance Bonus	0	21,820
Provident Fund	780	9,360
LTA	606	7,273
Medical Reimbursement	1,250	15,000
Gratuity	-	4,198
<b>Total Annual Compensation</b>	<b>18,184</b>	<b>244,224</b>

### Notes:

- The incentive amount is an indicative amount and varies depending on the individuals performance up to 200%. The amount will be prorated for the current year depending on the date of joining. Actual entitlement to the payment will be subject to you being in effective service of the Company at the time of actual disbursement (Payable Six monthly)

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