



inteliment®

Date: 02-February-2023

To,  
**Vaibhav Umeshrao Bodhe**  
**Megapolis Sparklet A-13-101, Hinjewadi Phase 3, Pune 411057**  
EMP ID: I00699

Sub: Letter of Appointment

Dear Vaibhav,

With reference to your application and subsequent interview(s) you had with us, we are pleased to offer you Appointment of internship in our organization as '**Senior Software Engineer - Platform Implementation**', with **Grade 'Grade 3.2'** in Inteliment Team based at **Pune, India** wef **23-Jan-2023**.

The terms of Appointment are stated hereunder:

1. The Compensation as agreed upon is stated in Salary Breakup (Annexure I).
2. You will be on **probation** for period of **6 months** from the date of joining the company. Periodic reviews will be conducted upon completion of 6 months of probation, to review your performance with a view to confirm your employment with the company or to further extend /discontinue the probationary period.
3. On Confirmation, your total salary package will be divided into two components; X - Component: Fixed and Y – Component: Performance based annual incentives which will be based on performance/compensatory review to be done yearly.
4. This is a full-time exclusive Employment Agreement, and therefore during the course of Employment you are not permitted to undertake another professional/commercial assignment.
5. Your services are transferable to office/site/works of any of Inteliment's group companies with mutual agreement.
6. You will maintain strict confidentiality related to technical, commercial, business knowledge, secrets, proprietary information and all Company information during your employment with us and thereafter.
7. Your salary will be reviewed on an annual basis taking into consideration your individual performance, experience, Company performance, market rates and your potential for promotion, but will not necessarily increase.
8. On confirmation, this Appointment can be terminated by giving not less than 2 months written notice or two months gross salary in lieu thereof. In such case, you will not be entitled to any statutory compensation. In case if you are working on any ongoing project, you will abide yourself with the terms & conditions as per the Project Specific Agreements/SLA/SOW/PO/Work Order. The Company will hold all the rights to accept or extend the resignation request from its services with or without penalty clauses in such cases. During probation, the company reserves the right to terminate/discontinue the employment with one-month notice in case of non-performance or if found to be involved in any such activity which will directly or indirectly adversely impact the organization.
9. You will abide by the policies and practices of the Company in force from time to time as made applicable to your cadre, which are mentioned in the Employment Agreement attached herewith.
10. Your internship appointment will be governed by following Agreements.
  - Employment Agreement (Annexure II)
  - Confidentiality Agreement/NDA (Annexure III)
  - Data Security & Access Control Agreement (Annexure IV)
  - Teleworker Agreement (Annexure V)

**Inteliment Technologies Pvt. Ltd.**  
**(Formerly known as Inteliment Software Technologies (India) Private Limited)** CIN No: U72200PN2004PTC019061

Level 3, Meena-Sai Apt, Pushpak Park, Aundh-ITI Road, Pune 411007, India. +91 20 67287200, E: info@inteliment.com, W: www.inteliment.com

Please sign and return a duplicate copy of this Appointment letter along with all annexure(s) as token of your acceptance. We wish you a bright future and welcome you to Inteliment family.



For Inteliment Technologies Pvt. Ltd.

Prashant Pansare  
MD/CEO

**"This is Computer generated document and does not require signature."**

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I agree and accept my Appointment on the terms & conditions mentioned in this letter.

Associate Name: **Vaibhav Umeshrao Bodhe**

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

cc: *Personal File/ HR Department*  
*Strictly Confidential : Letter Of Internship Appointment*

*Enclosures*

*Annexure III : Confidentiality Agreement*

*Annexure IV : Data Security & Access Control Agreement*

*Annexure V : Teleworker Agreement*

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# COMPENSATION ANNEXURE (I)

Employee Name: Vaibhav Umeshrao Bodhe  
Employee ID: I00699  
Implementation  
Base Location: Pune

DOJ: 23-Jan-2023  
Designation: Senior Software Engineer - Platform  
Grade: Grade 3.2

EARNINGS				DEDUCTIONS		
	Heads	PM	PA	Heads	PM	PA
Direct Earnings	Basic	36680	440160	Professional Tax	200	200
	HRA	14672	176064	Provident Fund contribution	1800	1800
	Bonus	3055	36660	TDS	0	0
	Conveyance Allowance	1600	19200			
	Medical Allowance	1250	15000			
	LTA Reimbursement	3000	36000			
	Phone/Internet Reimbursement	5000	60000			
	Mobile Purchase Reimbursement	5000	60000			
	Professional Dev Reimbursement	5000	60000			
	City Allowance	10000	120000			
	Other Allowance	6443	77316			
	Gross Salary	91700	1100400	Deductions		
	PF company contribution	1800	21600			
	Group Mediclaim Policy	979	11748			
	ESIC	0	0			
	Gratuity	1764	21168			
	Canteen Allowance	2000	24000			
	TOTAL (X)			Net Take Home (before TDS)	89700	89700
Indirect Earnings	Variable Performance Bonus(Y)					
	CTC (X+Y)	0	0			

**Benefits:**

1. Group med claim Policy for Self, Spouse and 2 children for an amount of INR 5 Lakhs in force 1-Jul-2020.
2. Group Accident Policy cover of INR 15 lakhs in force 1-Jul-2020.
3. ESIC will be applicable as per statutory requirement.
4. Gratuity will be paid after completion of 5 years of continued services with the company.

**Terms and conditions:**

1. Variable Performance Bonus (Y) is applicable after completion of probation on pro rata basis.
2. Variable Perf Bonus (Y) will be paid annually only on completion of the Annual Perf. Review cycle. In case the employee Last Working Day falls before the PMS completion date (30th June), they will not be entitled for the Y component at all.
3. Variable Perf Bonus is calculated basis the Appraisal ratings of the associate.
4. To be eligible for increments, confirmation period should be more than 3 months prior to Annual Performance Review cycle date. (i.e., associate should be confirmed before 31 March to be eligible for Appraisals)

For Inteliment Technologies



HR Dept  
Date

*Strictly Confidential – Salary Computation Sheet*

Employee Signature  
Date

**ANNEXURE II**  
**EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into on **23-Jan-2023**

**BETWEEN**

1. **Inteliment Technologies Pvt. Ltd. (Inteliment)**, a Company incorporated under the Companies Act 1956, having its registered office at Level 3- Meenasai, 4 Pushpak Park, Aundh ITI Rd, Pune 411007, India. (hereinafter referred as the "Company"/Inteliment, which expression shall be deemed and include its successors and permitted assigns) of the first part.

AND

2. **Vaibhav Umeshrao Bodhe I00699**, currently residing at **House 867, Ward no.3 , Rajura(442905), Dist. Chandrapur.** (hereinafter referred as the Employee/Recipient(s)) of the second part.

**WHEREAS**

- A. The Company has issued a letter of appointment to the Employee dated **23-Jan-2023**. The Employee has indicated his/her acceptance of the foregoing offer.
- B. The parties hereto have thus decided to enter into this Employment Agreement to record the detailed terms and conditions of the engagement by the Company with the Employee and the provision of services by the Employee of the Company.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

**1. DEFINITIONS**

In this Agreement the following terms shall have the meanings assigned to them herein below

- a. "Agreement" means this Employment Agreement and all Annexure supplements and modifications thereof
- b. "Board" means the Board of Directors of the Company from time to time unless otherwise specified
- c. "Cause" means
  - i. The Employees material breach of this Agreement;
  - ii. The Employee's gross negligence in the performance of the Employee's duties hereunder, intentional non-performance or mis-performance of such duties, or refusal to abide by or comply with lawful Directives of the Board, the Employee's superior officers, or the Company's policies and procedures;
  - iii. The Employee's willful dishonesty, fraud, or misconduct with respect to the business or affairs of the Company that in the reasonable judgment of the Company materially and adversely affects the operations or the reputation of the Company;
  - iv. Employee's conviction of any crime involving moral turpitude; or
  - v. Employee's abuse of alcohol or drugs (legal or illegal) that, in the Company's reasonable judgment, materially impairs the Employee's ability to perform Employee's duties hereunder.
- d. "Confidential Information" means any and all Confidential Information provided by the Company to the Employee or to which the Employee has access owing to his/her relationship with the Company, including but not limited to (i) Intellectual property information; (ii) trade secrets; (iii) proprietary information related to current, future and proposed products and services of the Company including, without limitation, ideas, samples, media, techniques, drawings, works of authorship, inventions, know-how, processes, equipment, algorithms, software programs, software source documents and formulae, its information concerning research, experimental work, development, design details and specifications, engineering, financial, procurement requirements, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and any such information the Employee has access to regarding third parties; (iv) information relating to salary structures, perquisites and/or other terms and conditions of employment; and (v) such other information which by its nature or the circumstances of its disclosure is Confidential.
- e. "Developments" shall mean any idea, invention, design, technical or business innovation, computer program and related documentation, or any other work product developed, conceived, or used by the Employee, in whole, or in part that arises out of his/her employment with the Company, or that are otherwise made through the use of the Company's time and materials.
- f. "Employee Intellectual Property" shall mean any Intellectual Property obtained by the Employee individually or on behalf of the Company in relation to the work carried on, discovered, invented, designed and/or authorized by him/her during his/her term of office as Employee of the Company.
- g. "Intellectual Property" means (i) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patent , patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part , extensions and re-examinations thereof; (ii) all trademarks, service marks, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith and all applications, registrations, renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all computer software (including data and related documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications; (v) all other proprietary rights of whatsoever whether or not protected and whether or not capable of protection, and (vi) all copies and tangible embodiments thereof regardless of form and medium.
- h. "Notice period" means the period of notice required to be provided by the Employee to the Company and Company to the Employee in accordance with Clause 9.

**2. TERM OF THE AGREEMENT**

The term of this Agreement is from, commencing on the Effective Date till the date an Employee is in services of Company and wherever applicable after that. It is expressly understood and agreed that any changes in the Employee's compensation and title will not invalidate this Agreement. At the option of the parties, such changes may be incorporated into an "Addendum" to this Agreement. Failure to so incorporate such changes will not affect the validity of, or the enforceability of, the other terms herein.

### **3. PLACE OF WORK**

Initially and till further notice the Employee will be assigned to our Pune office. The Employee understands and acknowledges that he/she may, from time to time, due to requirements of business, be required to travel to any other location or any of the Company's Associate Companies within India or abroad. The employee undertakes that he/she will faithfully and diligently and in a manner consistent with sound business practice perform his/her duties at such place.

However the Appointment is transferable and the Company at its discretion may transfer the Employee to any other department or any of the offices of the Company, its Associations, and/or Organizations, with whom the Company has transactions, whether the Office, Subsidiary, Associate or Organization is in existence today or is to be set-up hereafter, in India or outside India. While every attempt will be made to give the Employee reasonable advance notice of such transfer, however, in case of emergency such transfers may be made effective immediately. If such a transfer has been initiated, either verbally or in writing, the employee has an obligation to abide by it. If transferred, the Employee will observe the working timings and holiday as applicable to the location and place of work where the Employee has been transferred with or without any change in remuneration, as applicable and the rules and regulations of the new location will govern the Employee.

### **4. COMPENSATION & REIMBURSEMENT OF EXPENSES**

Payments mentioned in Employee's letter of appointment are based on the contemporary cost to the Company (CTC) basis subject to the tax deduction at source (TDS) in accordance with applicable laws. As on date the inductive income tax position is available with the Human Resource Department (HRD). In addition to the above, the Employee shall be entitled to other additional benefits as per Company Policy.

- 1.1. The Employee's individual remuneration is purely a matter between him/her and the Company and has been arrived at, on the basis of individual job, skills, specific background and professional merit. The Employee shall not disclose or discuss his/her remuneration package with any other employee, vendor, customer or business associate of the Company and maintain the information and any changes made therein from time to time as personal and confidential. Any deviation from maintaining confidentiality on the part of the Employee could lead to consequence ranging from censure to separation.
- 1.2. The Employee's compensation shall be renewed on the basis of merit and will be at the sole discretion of the Company.
- 1.3. Employee may be required to undertake travel on Company business work as and when required. The Company shall reimburse for all business expenses after an itemized account of expenditures is presented to the Accounts or HRD or any other department as decided by the management, pursuant to Company policy. Also, the Employee will be governed by the rules applicable to travel, as may be in force from time to time.
- 1.4. The Company at a future date may revise and restructure the present system of paying salary inclusive of all allowances to its employees which includes the Employee.

### **5. POLICIES, PROCEDURES & BENEFITS**

- 1.5. As an Employee of the Company, he/she will be provided with a copy of the Company's Induction Manual which outlines our 'Personnel Policies & Benefit Programs' in detail. Employee is required to study and confirm his/her acceptance for same.
- 1.6. Employee will be entitled for the following benefits, which are not restricted only to the following, and will also be kept posted on the all the new facilities from time to time;
- 1.7. Employee will be entitled to the Employee Provident Fund Scheme (EPF) as per the Company Act, rules and policies applicable to his/her category of employment;
- 1.8. Employee will be entitled to the Company Group Mediclaim Policy and Group Accident Policy as per the rules and policies applicable to his/her category of employment;
- 1.9. Employee will be entitled for the benefits provided by Company as per its Welfare Policy on time to time basis, as applicable, viz ; corporate memberships of Trade Associations, Chambers of Commerce, Library(s), Health Club, Canteen etc.
- 1.10. The Employee shall be entitled for Leaves in accordance with the Company rules as amended by the Company from time to time.

### **6. CODE OF CONDUCT**

- 1.11. The Employee's appointment is subject to his/her being certified medically fit by a practitioner recommended by the Company, and the receipt of satisfactory reference. Employee is required to do his/her medical tests within one week upon receiving his/her Appointment Letter, and/or as and when directed by the Company;
- 1.12. Employee will be subject to the general rules of conduct, discipline, Leave Policy, Holidays, Hours of work / shifts etc. that are prevailing in the Company or may be brought into force from time to time. However the Company at its discretion or mutually agreed upon, may change the Employee's working hours/ shifts, depending upon the Client working hours;
- 1.13. All communication sent to the Employee by the Company at his/her last given address shall be deemed to have been delivered to him/her at the correct address. In case there is any change in address, Employee shall intimate the same to the Company within three days from the date of such change
- 1.14. Employee will refrain from entering without prior written consent, while he/she is in the services of the Company, into any association either full/part time with any other organization or enterprise that would in any manner whether directly or indirectly affect his/her services/employment with the Company.

### **7. BACKGROUND VERIFICATION**

The Employee hereby gives his/her consent to the conducting of a background check by Company and/or Company's, customer and/or client to the full extent permitted by law. Such a background check may include, but shall not be limited to a judgment and public criminal record check, fingerprinting, and drug and/or alcohol screening, education records, employment. Employee agrees not to hold Company and/or its, customer(s) and/or client(s) liable for any claims in connection with such checking or testing or the reporting of the results thereof to Company.

### **8. PERFORMANCE MEASUREMENT**

- 1.15. The Employee will be required to work with the respective Managers/ Department heads to establish expectations and goals in the areas of performance, Capability Building and Career Development of the same and shall align himself/herself with the Company Vision, Mission, Goals and Objectives defined for that particular financial year.
- 1.16. The Employee shall be handed his/her Key Result Area (KRA) sheet and he/she shall perform in accordance with them.
- 1.17. Employee's salary will be reviewed on an annual basis taking into consideration his/her individual performance, experience, Company performance, market rates and his/her potential for promotion, but will not necessarily increase. Salary Increment is awarded as per the Performance Evaluation and Gradation policy as decided from time to time. Based on the Employee's Individual Performance and the Performance of the Organization, Employees would be paid the Performance Linked Bonus/Incentive called as the Y-component. This payment is made only on completion of the annual Performance Evaluation and award of annual salary at the end of the financial year.

## 9. NOTICE PERIOD AND TERMINATION

- 1.18. On confirmation, the notice period for resignation from service will be ONLY with prior two months advance written notice and one month during probation. However if the Employee is deployed on any ongoing project, he/she shall abide with the terms & conditions as per the Project Specific Agreements/SLA/SOW/PO/Work Order.
- 1.19. The Company will hold all the rights to accept or reject or extend such resignation request from its services by the Employee with or without penalty clauses in such cases.
- 1.20. During the period of employment, if the Employee is found guilty of dishonesty, forgery and/or fraud, riotous, disorderly or indecent behavior, habitual absenteeism or any other act subversive of discipline and good behavior, serious crimes, he/she will be liable to disciplinary action, and the Company reserves sole rights to continue/ discontinue his/her employment from the Company's services without being liable to pay any dues and the Company's obligations under this Agreement will cease on that date.
- 1.21. While leaving the Company, Employee will deliver to the Company any and all Company property, notes, devices, formulas, softwares, documents and computer printouts, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Proprietary Information of the Company.
- 1.22. The Employee shall acknowledge that all original works of authorship which are made by him/her (solely or jointly with others) within the scope of his/her employment and which are protectable by copyright are "*works made for hire*" and shall be the sole ownership of the Company.

## 10. DUTIES AND OBLIGATIONS

In addition to the duties and obligations specified in this Agreement the Employee shall:

- 1.23. Efficiently, honestly and diligently discharge and perform all his/her duties and functions pertaining to his/her employment as also such other duties as the Employee may be required to perform from time to time by the Company or by any duly authorized officer of the Company which are consistent with the Employee's employment;
- 1.24. Obey and comply with all lawful orders and directions given to the Employee by the Company or by any person duly authorized by the Company in that behalf and faithfully obey all rules regulations and arrangements of the Company from the time being in force and applicable to the Employee, for the management of the Company's property or for the control and good conduct of the Company's Employees;
- 1.25. Immediately upon his/ her knowledge inform the Company of any act of dishonesty and /or any action prejudicial to the interest of the Company on the part of any other Employee of the Company.

## 11. ASSIGNMENT AND PLEDGE OF BENEFITS

The employee shall neither assign nor pledge to third parties any financial or other benefits to which he/she is entitled to under the terms of this Agreement

## 12. ACCEPTANCE OF GIFTS

During the term of this Agreement the Employee shall not without prior written permission of the Management of the Company, accept or undertake to accept either directly or indirectly any gifts commission or other favour of any kind whatsoever in connection with his/her employment with the Company.

## 13. CONFIDENTIALITY AND OWNERSHIP

- 1.26. The Employee has an affirmative duty & responsibility, to safeguard the confidentiality of all information obtained in the course of his/her work and not reveal Confidential Information, or trade secrets to any person, firm, corporation, or entity. Should he/she reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said Information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.
- 1.27. The Employee has an obligation to maintain this confidentiality of data, commencing on the Effective Date and will be effective thereafter without any limitation and even after break of services with Inteliment.
- 1.28. During this employment, Employee will not engage in any other business activity which may be detrimental to the business interests of the Company, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.
- 1.29. The Employee will not directly or indirectly solicit for his/her employment with ANY Company's client(s), and/or business partners, or hire any employee of Company, during the project assignment and/or for a period of twenty four months following his/her exit from the Company.

The Employee will be required to sign a separate Confidentiality Agreement of the Company, and abide himself/ herself to all the terms and conditions mentioned in it as well as the client Non Disclosure Agreement (NDA), Service Level Agreement (SLA) and Statement of Work (SOW) upon being deployed on project.

## 1. PRIVACY POLICY

As per the Section 43A of the Information Technology Act, 2000 (21 of 2000),

### 14.1 Definition

"Personal Information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with the company, and is capable of identifying such person.

- 14.2 The company shall collect/hold such sensitive personal data or information as supplied by the employee or provider of information for a lawful purpose connected with the function or activity of the company and shall be used for the purpose for which it has been collected and shall not retain that information for more than a period of twelve months from his/her exit from services with the Company.

- 14.3 The Company shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by employee or provider of information

- 14.4 In case the provider of information does not wish to provide such information with is required in connection with the function or activity of the company or later on withdraws his/her consent, the Company shall have the option to discontinue his/her services with the company.

### GOVERNING LAW

This Agreement shall be governed by and construed for all purposes in accordance with the Laws of India. Any actions arising out of or relating to this Agreement will be subject to the jurisdiction of the Court at Pune.

**ANNEXURE III**  
**CONFIDENTIALITY / NON DISCLOSURE AGREEMENT**

This Confidentiality / Non Disclosure Agreement (NDA) is entered into on **23-Jan-2023**.

**BETWEEN**

1. **Inteliment Technologies Pvt. Ltd. (Inteliment)**, a Company incorporated under the Companies Act 1956, having its registered office at Level 3- Meenasai, 4 Pushpak Park, Aundh ITI Rd, Pune 411007, India. (hereinafter referred as the "Company", which expression shall be deemed and include its successors and permitted assigns) of the first part.

AND

2. **Vaibhav Umeshrao Bodhe I00699**, currently residing at **House 867, Ward no.3 , Rajura(442905), Dist. Chandrapur**. (hereinafter referred as the Employee/Recipient(s) of the second part.

**WHEREAS**

Recipient requires access to "Confidential Information" as defined in Paragraph 1 in connection with the Recipient's employment with Company ("Solutions & Services"), and Company does not wish to convey any interest or copyright therein to Recipient, or make such Confidential Information public or common knowledge to be disclosed to any third party, or permit any use thereof except in connection with and for the purpose of the employment of the Recipient with the Company.

NOW, THEREFORE, it is hereby agreed as follows:

**1. CONFIDENTIAL INFORMATION:**

For purposes of this Agreement, the term "Confidential Information" includes but is not limited to the following:

Any information, business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any engineering, manufacturing, marketing, technical, financial, data, or sales information, pricing or business information, or any information regarding suppliers, customers, employees, investors, or business operations, and any other information or business operations, and any other form or that is disclosed orally, or electronically, or otherwise which is learned or disclosed in the course of discussions, studies, or other work undertaken in the course of employment of the Recipient. Without limiting the generality of the foregoing, confidential information shall include all information and materials disclosed orally or in any other form, regarding Company's software solutions and services.

**2. UNDERTAKING**

Recipient agrees that he/she will not at any time disclose, give or transmit in any manner or form or for any purpose, the Confidential Data/Information received from the Company to any person, party, firm or corporation entity, or use such Confidential Information for his/her own benefit or the benefit of anyone else, or for any purpose other than the employment of the Recipient with the Company.

Recipient shall take all reasonable measures to preserve the Confidentiality and avoid disclosure of Company's Confidential Information. Recipient shall not disassemble, decompile or otherwise reverse engineer any software product(s) or data of the Company and, to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

**3. SECURITY**

Recipient shall establish and maintain appropriate technical and organizational security measures and safeguard reasonably satisfactory to Company to protect against the destruction, loss, or alteration, and the unauthorized access, use, or disclosure of any Protected Item and Personal Data. Associates should strictly follow the guidelines provided by the System Administrator or company authorized personnel to establish and maintain procedures for backup on related tape/devices/ Server or other electronic media (which Backup shall constitute Protected Items) and storage of such Backup at only at Company approved location, as applicable. Recipient shall abide network restrictions so that all access to any external website is denied from any of the Company Systems unless that website has been specifically approved by Company. Company may perform an on-site audit of Associates security measures, such audit shall occur during normal business hours.

**4. SECURITY BREACH NOTIFICATION:**

In the event that Recipient discovers, receives notice of, or suspects that unauthorized access, acquisition, disclosure, or use of Personal Data entrusted to the Recipient has occurred or is likely to occur, Recipient shall immediately notify Company (System Administrator). If applicable laws require (i) notice to authorities or individuals, (ii) other remedial action, or (iii) Company determines that notices or other remedial measures are warranted, then, at Company's request, Recipient shall undertake such remedial action as Company may reasonably direct (including, without limitation: improvements or adjustments to Recipient's information security measures; providing notice to affected individuals, consumer reporting agencies, public authorities, or other entities; providing credit monitoring services; and defense against and satisfaction for any and all legal claims from third parties with respect to the incident). Company may, in its sole discretion, determine that it shall perform some or all of the remedial measures. Company shall determine the timing, content and manner of any such notices sent or any specific remedial measure undertaken at the time of occurrence of such Security Breach.

**5. RETURN OF CONFIDENTIAL INFORMATION:**

Upon request by the Company or upon termination of Employment, Recipient shall promptly return to Company any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including any copies thereof) in Recipient's possession or control. At the request of the Company, Recipient shall verify, and provide Company with written certification of, the completeness of the delivery of such materials.



## **6. NONCONVEYANCE:**

Nothing in this Agreement shall be construed as conveying to Recipient any right, title or interests or copyright in or to any Confidential Information of Company; or to convey any license as to use, sell, exploit, copy or further develop any such Confidential Information.

## **7. NONASSIGNMENT**

Recipient shall have no right to assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of Company. Without Company's prior written approval, recipient shall not move any protected item to a location different from that agreed to, at the commencement of the applicable statement of work.

## **8. OWNERSHIP, NO REVERSE ENGINEERING**

Recipient agrees not to assert any claim of title or ownership to any Property or Trade Secret Information or any portion of Property or Trade Secret Information. If the Property or Trade Secret Information is software disclosed in object code form, Recipient shall not, or permit any third party to, reverse engineer, reverse compile, or disassemble such object code, or take any action in order to derive a source code equivalent of such object code.

## **9. INFORMATION TECHNOLOGY ACT INVESTIGATIONS**

Recipient expressly agrees to submit to the concerned regulating authority under the Information Technology Act, 2000 and/or any present or future data protection authorities in India or the Safe Harbor Principles if the assignment is proposed to be carried out in a foreign country or if the works are carried out for or if the Protected Item is provided by or belongs to a party from a foreign country. The above mentioned submission is with respect to the collection, use and storage of Personal Data obtained by the Company under this Complete Agreement. If Company shall process Personal Data, the specifics surrounding such processing shall be spelled out in the Statement of Work.

## **10. NON-SOLICITATION**

The Employee / Recipient will not directly or indirectly solicit for his/her employment with ANY Company's client(s), and/or business partners, or hire any employee of Company, during the project assignment and/or for a period of twenty four months following his/her exit from the Company.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein. This Agreement may not be amended or modified except in writing signed by both parties. The undertakings of this Agreement, including, but not limited to, those relating to the Confidentiality and non-use of Confidential Information shall continue after the termination of the Agreement.

## **12. GOVERNING LAW**

This Agreement shall be construed for all purposes in accordance with the laws of India. Any actions arising out of or relating to this Agreement will be subject to the jurisdiction of the Courts in Pune.

## **13. SEVERABILITY**

If one or more of the provisions in this Agreement are deemed unenforceable by the law, then the remaining provisions will continue in full force and effect.

## **14. REMEDIES**

Both parties agree that the remedy at law for violation of this agreement may be inadequate and that a breach by the Recipient may cause continuing and irreparable injury to the business of Company as a direct result of any such violation. The Recipient therefore agrees that in the event of any actual or threatened violation by him, Company shall be entitled, in addition to any other remedies available to it, to a restraining order and to injunctive relief against the Recipient to prevent any violations and to any other appropriate equitable relief as granted by a Court of competent jurisdiction.

## ANNEXURE IV

### DATA SECURITY AND ACCESS CONTROL AGREEMENT

**Employee Name: Vaibhav Umeshrao Bodhe( I00699)**

**Date: 23-Jan-2023**

#### 1. USER AUTHENTICATION/PASSWORD USAGE

##### 1.1. SYSTEMS ADMINISTRATORS' RESPONSIBILITIES

- 1.1.1. User Login will be standardized to First name dot Last name (and numeral if needed) in cases of duplicate last name.
- 1.1.2. All accounts must have password.
- 1.1.3. Force user to change the initial password.
- 1.1.4. Password information must be protected from general access.
- 1.1.5. Group accounts are not permitted.

##### 1.2. USERS RESPONSIBILITIES

- 1.2.1. Ensure your passwords have required strength and are not easily identifiable and are maintained with highest possible secrecy.
- 1.2.2. Do not use a single word contained in English or foreign dictionaries, spelling lists, or other lists of words.
- 1.2.3. Do change password regularly – (e.g., every 90 days minimum)

#### 2. INDIVIDUAL ACCOUNTABILITY

- 2.1. Breaking into another user's account(s) or any folders on server(s) is NOT permitted.
- 2.2. Cracking other users account passwords is NOT permitted.
- 2.3. Disrupting network services or individual user services is NOT permitted except for legitimate maintenance requirements that have management approval.
- 2.4. Users will not share accounts.
- 2.5. Intentional unauthorized destruction of files by a user will not be tolerated.
- 2.6. Any workstation, terminal, PC, etc., logged into by a user must not be left unattended for any period of time. Logging out of the system and/or using lock screen-type programs is required.
- 2.7. Individual file and system backup procedures must be implemented by users as instructed by Systems Admin to limit damage that may result from unintentional user negligence.
- 2.8. Users are not permitted to modify files that are not their own, even if they have "write permission", unless authorized by the owner of the file.
- 2.9. Users will not assume that a file being "word readable" gives them authorization to read it without permission of the owner of the file.

#### 3. REMOTE ACCESS IS NOT ALLOWED

#### 4. EQUIPMENT INSTALLATION AND MANAGEMENT

- 2.10. No Company Employee or Contract Employee will install or have a vendor or supplier install equipment or equipment software that provides access to the Company's Network without the knowledge, approval, and coordination of his/her direct manager and responsible Systems Administrator.
- 2.11. The responsible Systems Administrator or his/her designated representative must control and verify installations of equipment and software configurations that provide access to the Company Network to ensure that all appropriate security mechanisms are included in the installations and that the installation adhere to Company's Network Access Control & Data Security standards.
- 2.12. The responsible Systems Administrator or his/her designated representative must ensure that temporarily installed equipment and/or software does not interfere with the normal availability or operation of the computer and networking resources or bypass security standards.

#### 5. LICENSING & RIGHT TO USE/ISSUE

- 1.1. Illegal duplication and the use of illegally duplicated software will NOT be permitted.
- 1.2. Site-Licensing Agreements will be used to maximize economy of scale usage of software. Close adherence to licensing and copyright agreements by all Company personnel will reduce the risk of unauthorized copy and unauthorized use of copyrighted material of the Company.
- 1.3. Verify the provisions of the Site-Licensing Agreements to ensure maximum number of copy and installation provisions are not violated
- 1.4. Unauthorized copies of licensed and copyrighted software will NOT be permitted to be used on Company's computer and network resources.
- 1.5. The use of Public Domain software must have prior written approval by the user's immediate Manager and the responsible Systems Administrator before it can be installed.
- 1.6. When in doubt, DON'T COPY.
- 1.7. Unauthorized equipment configurations will not be permitted to be used to store or process Company Critical and /or sensitive data (user's or any other private computer systems, modems, etc)

These guidelines cover the Employee when working with Company's Development Center or offices. While working on Client site, Customers Network guidelines will prevail.

I, the undersign, accept Company's Network Security, Access Control & Data Security Guidelines as a condition of employment with Inteliment Technologies Pvt. Ltd.

## ANNEXURE V

### TELEWORKER AGREEMENT

This Teleworker Agreement is entered into on **23-Jan-2023**

#### BETWEEN

1. **Inteliment Technologies Pvt. Ltd. (Inteliment)**, a Company incorporated under the Companies Act 1956, having its registered office at Level 3- Meenasai, 4 Pushpak Park, Aundh ITI Rd, Pune 411007, India. (hereinafter referred as the "Company", which expression shall be deemed to include its successors and permitted assigns) of the first part.  
AND
2. **Vaibhav Umeshrao Bodhe I00699**, currently residing at **House 867, Ward no.3 , Rajura(442905), Dist. Chandrapur.** (hereinafter referred as the Employee/Recipient(s) of the second part.

NOW, THEREFORE, it is hereby agreed as follows:

#### **Internet Acceptable Use Policy**

Inteliment's Internet Acceptable Use Policy applies to all our employees, interns, consultants, contractors, associates, and partners accessing our network and laptops. It lays down the guidelines for using the Company's internet connection, network, and equipment. Any usage of the internet that is deemed inappropriate and illegal, and can potentially damage the Company's reputation and image, is strictly avoided.

1. Employee internet usage is advisable for the following reasons:
  - To accomplish their job responsibilities.
  - To search for information that can be used to improve their work.
2. Employees are expected to exercise and use their fair sense of judgment and enhance work productivity.
3. Any use of Inteliment supported network and connection must follow Inteliment's data privacy and confidentiality policy.
4. Employees should:
  - Always keep their passwords secret and secure
  - Log into their corporate accounts only from safe devices
  - Use strong passwords to log into work-related websites and services
5. The usage of the internet is considered inappropriate if employees:
  - Download or upload obscene, offensive, or illegal material.
  - Send confidential information to unauthorized recipients.
  - Invade another person's privacy and sensitive information.
  - Download or upload movies, music, and other copyrighted material and software.
  - Visit potentially dangerous websites that can compromise the safety of our network and computers.
  - Perform unauthorized or illegal actions, like hacking, fraud, buying/selling illegal goods, and more.
6. All employees need to be careful when downloading and opening/executing files and software. If they are unsure if a file is safe, they should consult IT Department.
7. Employees should not deactivate/configure/change/delete any Company-installed anti-virus/firewall/disk encryption software on the Company's computers without express permission.
8. Due to malicious software or compromising personal data due to inappropriate internet use, any infection of the employee device will be the employee's sole responsibility. Inteliment, in any case, will not assume any responsibility for the same.

#### **Email Policy**

1. Organizational email facilities may not be used to send defamatory emails, use email for harassment, unauthorized purchases, or publish views and opinions (defamatory or otherwise) about Employees/Staff, workers, suppliers, partners, or customers of the Organization.
2. All emails have an automatic footer that contains the legal disclaimer, and users are prohibited from amending or deleting it.
3. Organizational email may only be used to communicate confidential information in line with the requirements of ISMS.
4. Outgoing email attachments must be appropriately protected using cryptographic controls.
5. Users must not open incoming email attachments that originate with unknown third parties or that, even if they appear to have been sent by a known party, were not expected. These attachments may contain viruses, worms, or Trojans, and any such emails must be reported to the CISO immediately, by telephone or in-person, and on no account should they be forwarded, or copied on, to anyone, whether inside or outside the network.
6. Viruses and hoax virus messages: users are required to report any third-party email messages they receive about viruses to the CISO immediately, by telephone or in-person, and on no account should it be forwarded, or copied on, to anyone, whether inside or outside the network.
7. Users are prohibited from using organizational email facilities for forwarding chain letters or impersonating other people, nor may the organizational email addresses be left on any websites other than legitimate and necessary business purposes.
8. Users are required to limit the use of group email addresses, limit copying to unnecessary recipients, restrict the use of the 'reply to all' function, and restrict the use of the blind copying feature.
9. Users are required to comply with the Incident Reporting Procedure ref SOP – Incident Management No. ISMS.CISO.SOP.004..
10. Employees/Staff are required to delete non-essential email messages as soon as possible and, regularly, to clear email boxes of correspondence no longer required. The archive facility should be used so that messages that need to be retained but no longer current can be removed from the inbox. These controls are necessary to avoid email boxes becoming so full that more server space is required to support the system. The sent items box must also be weeded regularly. The Head IT must ensure that maximum individual mailbox sizes are set, which cannot be exceeded after two early automated warnings.
11. Organizational email may not be used to purchase anything on behalf of the Organization without specific prior authorization and only in accordance with the Organization's current policy on purchasing and cryptographic controls.
12. Organizational email addresses may not be used for personal purchases or any other personal transactions.
13. Employees/Staff are prohibited from setting up automatic forwarding of emails to addresses external to the Organization or copying emails to addresses outside the Organization unless there is a legitimate business purpose.

## Mobile Device Policy

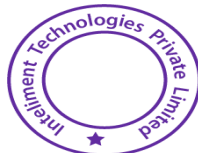
1. The Organization approved portable computing devices may be used to access the Organization's Information Resources.
2. Portable computing devices must be password protected at a minimum in accordance with the Organization Password Policy.
3. The Organization's confidential data should not be stored on any portable computing devices. However, if there is no alternative to local storage, all Confidential Organization data must be protected using approved techniques and methods, wherever possible.
4. All remote access connections made to the Organization environment must be made through the approved and Organization provided network.
5. Non-Organization computer systems that require network connectivity must conform to Organization IT standards and be approved by CISO.
6. Unattended, Organization-provided portable computing devices must be physically secure. It means that they must be locked in an office, locked in a desk drawer, or a filing cabinet.
7. Mobile Computing Devices such as
  - a) Laptops, Desktops
  - b) Handheld devices
  - c) Wireless computing equipment
  - d) Devices supporting connectivity through cable
8. Use of Laptops
  - a) Employees assigned with Organization's Laptops can use the laptop inside and outside the Organization's premises in accordance with the Acceptable Usage Policy.
  - b) Organization assigned laptops are to be used as a productivity tool for Organization related business and communications. Employees may use the Organization's laptops for limited personal purposes subject to the Acceptable Usage Policy.
  - c) All laptops and related equipment and accessories are Organization's property and are provided to the staff members for a period deemed appropriate by the Organization's Senior Management.
  - d) As a condition of using the Organization's laptop, staff members must comply with and agree to all the policies.
  - e) Prior to being issued with an Organization laptop, employees will sign the Asset Allocation Form and agree to all outlined policies.
- i. All the Organization's laptops should be assigned with asset tags and insured through the approved insurance agency without exception.
- f) The Laptop baseline security settings should be applied to the laptop, failing which access to the Organization network and email would be dis-allowed from the laptop.
- g) All the Organization's laptops should be installed with the approved malware detection and scanning software. The same should be registered in the inventory updates for the laptop.
- i. USB ports, Bluetooth, and infrared ports are to be given on a business need basis only.
- ii. Employees should NOT attempt to install software or hardware or change the system configuration, including network settings, without prior permission.
- h) The Inventory module should be run on the laptop by the employee as and when scheduled.
- i. Associates are expected to protect Organization laptops from damage and theft.
- ii. Associates will not be held responsible for computer problems resulting from regular business use.
- iii. Employees shall provide access to any laptop computer, equipment, and/or accessories assigned upon the Organization request.
9. Handheld Devices Usage
  - a) Employees assigned with the Organization's handheld devices can use the device inside and outside the Organization premises in accordance with the Acceptable Usage Policy
  - b) All handheld devices and related equipment and accessories are the Organization's property and are provided to the staff members for a period as deemed appropriate by the Organization's Senior Management
  - c) The Organization assigned handheld devices are used as a productivity tool for Organization related business and communications. Employees may use the devices for limited personal purposes subject to this policy and the Acceptable Usage Policy
  - d) All email communication from the handheld device will pass through the Organization's mail system and is subject to filtering and monitoring. All access from the handheld device is subject to logging at the service provider end.
10. As a condition of using the Organization's handheld devices, staff members must comply with and agree to all the below points.
11. Prior to being issued with the Organization's handheld devices, employees will provide their acceptance towards Acceptable Usage Policy
12. All Organization handheld devices should be assigned with asset tags and insured through the approved insurance agency without exception.
13. The credentials associated with the handheld device account, including the SIM reference number, PIN number, and the account user ID and password, will be maintained with the Organization.
14. The assigned employee will not change or attempt to change any service-related parameters, settings, or account subscription without consulting the concerned official regarding the same.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

Inteliment Technologies Pvt. Ltd.

Company Seal

Vaibhav Umeshrao Bodhe



Employee Signature

Date: 23-Jan-2023

Date: