

Deskera

LETTER OF OFFER

Sathish K.

Area Sales Manager



19th April 2022

Sathish K.

Letter of Offer: Area Sales Manager

Dear **Sathish K.**,

Congratulations on being issued this letter of offer. We offer only the top 3% of the candidates that apply to us and you must have left a deep impression on your interviewers.

It's an amazing time to join Deskera and be in the thick of the action as we continue to reinvent the way Small Medium Enterprises and Businesses are run. We are on a mission to make an impact on the 100 million Asian SMEs which will need to run their business on the cloud.


We've helped thousands of organisations gain control and visibility of their accounting, inventory, human resource and even training modules, no matter how complex they are, and the prestigious awards we've won— AVJC Award for “Deal of the Year, Early Stage Technology”—plus trust we've gained from industry experts such as Sullivan and Red Herring, are testament to how relentless we are in our mission to help SMEs around the world achieve success through technology.

Kindly go through the documents and feel free to contact us for any clarifications or further information. As an administrative point, please sign and return to us one copy of this Letter of Offer (with initials on every page) to confirm your acceptance of these terms and conditions of employment by **21st April 2022**.

We look forward to your acceptance and to you being part of the Deskera family.

Yours sincerely

For Deskera Systems India Pvt. Ltd.



Anuj Agarwal
VP-HR

Terms of Offer

1. Appointment

You will be appointed as Area Sales Manager with Deskera Systems India Pvt. Ltd. ("The Company"). Please note that the Company reserves the right to transfer you to any other group company or subsidiary, subject to no change in your emoluments or benefits.

Your roles and responsibilities would be any projects as assigned by management from time to time as the Company might reasonably require of a Area Sales Manager. which include but are not limited to your current work:

2. Location

You will be based at the Tiruchirappalli location. Your role may require to travel/ relocate as per business requirements.

3. Date of Joining

Your date of joining the Company will be **29th April 2022**.

4. Probation

The first Six months of your tenure will be considered as a probationary period. A performance review will be conducted at the end of the probationary period and if your performance is in the Company's opinion satisfactory, a confirmation letter will be issued to confirm further continuation of your employment with the Company. In the event that a confirmation letter is not issued at the end of six months, the probation period is automatically extended on a weekly basis until (i) a confirmation letter is issued or (ii) a letter is issued by the Company to confirm the duration of the extended probationary period. During the term of probation, the contract of your service can be terminated on **1 weeks'** notice in writing by the Company.

5. Compensation and Benefits

5.1 Remuneration

5.1.1 Your remuneration is set out in Schedule A to this document and may be varied subsequent to salary reviews and establishment of key performance indicators on an annual basis, after consultation with you.

5.1.2 Salary reviews are undertaken annually and there is no automatic entitlement to a salary increase.

5.1.3 Your salary shall be paid monthly into a bank nominated by you or a bank preferably nominated by the company

5.1.4 You will be eligible for the next performance review after completing 1 year from your date of confirmation.

5.2 Expenses

5.2.1 The Company will reimburse the approved actual and reasonable business related expenses, incurred by you in performing your duties.

5.3 Working Hours

The regular office hours are 9:00 am to 6.00 pm Monday to Friday. However, as a member of the core team, your role may require you to work beyond these hours as per business needs.

5.4 Leave

5.4.1 **Privileged Leave / Casual Leave** - Besides the published public holidays, you shall be entitled in each calendar year to 21 days of paid annual leave. Annual leave shall accrue on a monthly basis. Annual leave may only be taken at such reasonable time or times as may be approved by the Company.

5.4.2 **Paternity Leave** - All male employees are eligible for Paternity Leave of 7 days off (inclusive of Saturday & Sundays falling in that period) for birth of a child & is applicable for up to 2 children.

5.4.3 **Bereavement Leaves** - You are eligible to a maximum of 7 working days of Bereavement Leaves, in the event of the death of one of the members of your immediate family. Members of immediate family is defined as (spouse, self/spouse's parents, child, sibling (Does not include grandparents)). This leave must be availed within 2 weeks of the death.

6. Employment Restriction/ Conflict of Interest

You shall refer to the Company all business contacts and all ideas and opportunities of which you become aware of and which relate to the business of the Company. Whilst in the Company's employment, you shall devote your full time and attention to your duties and shall not engage in employment and/or any contractual arrangements with another person or enterprise.

7. Confidentiality

7.1 You will not divulge to any person, either during or after the term of this contract any information relating to the business dealings, finances, computer information systems, marketing practices or any other systems of the Company or any associated entities or clients of the Company that is not otherwise generally or publicly available, without the prior consent of the Company.

7.2 You shall not make improper use of information acquired by virtue of your position to gain directly or indirectly any advantage for yourself or for any other person or to cause detriment to the Company.

7.3 You agree that any files or data in any format containing information in any form with respect to clients or potential clients of any member of the

Company, created and/or maintained by the Company or any employee thereof, whether such file or data shall have been brought to the Company by you, shall remain the property of the Company and shall not be removed from the premises of the Company or from the possession of any member of the Company without the written authorization from the Company. For information or files created by you prior to your commencement with the Company you have the right to retain such information. In the event that information is added to these files during the term of your employment with the Company then such additional information shall remain with the company and the Company may retain a copy of the original information brought to them by you.

7.4 You agree that any information with respect to any client of the Company or any member of the Company, regardless of how that client became a client of the Company, shall remain the property of the Company and shall not be divulged to any other person except as authorized or required by your duties. You agree to sign and take responsibility for any reasonable Confidentiality or Non-Disclosure Agreement that a client or potential client may require you to enter into.

7.5 You shall not, except as authorized or required by your duties, reveal to any person any of the trade secrets, secret or confidential information as to the operations, methods, processes or dealings or any other information concerning the organization, business finances, transactions or affairs of the Company or its clients where such knowledge is gained from your employment with the Company. Confidential information shall include, but not be limited to, any financial data in relation to the Company, any client lists or client account information.

7.6 You agree not to divulge any confidential information entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss whether directly or indirectly to the Company or which may prejudicially affect the relationship of the Company with any client.

7.7 You acknowledge and agree that clauses 7.1 to 7.6 inclusive apply while you are in the employ of the Company and after your employment ceases without limitation in time. With respect to the clauses under section 7, in the event that a direction is given by a court or other duly authorized body entitled to seek disclosure of such information, the Company agrees that you are entitled to disclose such information where failure to do so would be a breach of the law or result in you being held in contempt by such authority. Similarly, if such information should enter the public domain other than through a deliberate breach of these provisions by you, the obligation to retain confidentiality no longer applies to that information.

8. Client Contract Restriction

You acknowledge and agree that, for a period of 12 (twelve) months from the date you leave the employ of the Company, you will not persuade or attempt to induce or persuade any client or clients of the Company with whom you have had contact or dealings in the 12 months immediately preceding the termination of your employment to place business with you or anyone for whom or with whom you work subsequent to leaving the employ of the Company where that has the effect of the client reducing or removing their business from the Company. This includes, but is not limited to, approaching them with a proposal or facilitating a client (as described by the terms of this clause) of the Company, inviting or otherwise obtaining a proposal for business from you or third party with whom you are or become associated following the termination of your employment with the Company. This restriction applies for a period of 12 months from the date that you leave the employ of the Company exclusive of any notice period.

9. Non-Solicitation

Upon the termination of this Employment Agreement, for any cause or by any means whatsoever you covenant, that you shall not during a period of 12 months from the termination of this Agreement either personally or by your agent or by letters, circulars or advertisements, whether on your behalf or on behalf of any other person, firm or company, encourage, canvass or solicit employees of the Company and/or its affiliates with whom who you have had contact in the course of your employment to leave the Company and join yourself or another firm or company.

10. Non-Compete

You agree that for a period of six (6) months following the termination of your employment, you will not, directly or indirectly, alone or with others, individually or through or by a corporate or other business entity in which you may be interested as a partner, shareholder, officer, director, employee or otherwise, own, manage, control, participate in, be employed by, lend your name to, or otherwise render services to or for any business within India that is directly and materially competitive with a material business of the Company and/or its affiliates.

11. Acting in the best interests of the Company and exercising best endeavors

In performing your responsibilities and duties, you must serve the Company:

- a. faithfully and diligently, exercising all due care;

Initialled on behalf of Deskera

Initialled by the Candidate

- b. acting in the best interests of the Company at all times;
- c. using best endeavors to protect and promote the good name and reputation of the Company; and
- d. by performing your responsibilities and duties to the best of your endeavors.

12. Conduct

You agree to undertake all your duties and responsibilities in a professional manner at all times, with a commitment to good relationships with persons, companies, clients and organizations with whom the Company has business relationships or potential relationships.

13. Intellectual Property Rights

The right to, title to and Intellectual Property Rights in any material (including but not limited to software, documentation or data) created, written or otherwise brought into existence by or on behalf of you in the course of fulfilling your duties at the Company during your employment with the Company, remains the property of the Company and will vest in the Company. You shall not acquire any right or title or interest including any type of intellectual property rights or moral rights in such material or works. You agree to execute such documents and papers as may be reasonably required by the Company to assign all such materials and works and all rights therein in favor of the Company.

14. Company Policies and Procedures

You agree to comply with all the Company policies and procedures as determined and amended by the Company from time to time, including all anti-discrimination, sexual harassment and occupational health and safety policies. You agree that failure to comply with the Company Policies and Procedures and/or legal compliance requirements to do with your position may lead to termination of your employment without notice under Clause 16.1.

15. Position Variation

The Company shall be entitled to require that you perform duties consistent with your skills and competence as the Company may determine from time to time and after consultation with you. A change in duties and/or position will not affect this employment agreement unless otherwise amended in writing.

16. Termination

16.1 The Company may terminate this Agreement at any time without prior notice and all entitlements will be forfeited if any of the following events occur:

- a. you commit any serious or persistent breach of any of the provisions of this Agreement and fail to rectify the breach within 14 days;
- b. if, in the opinion of the Company, you engage in serious or willful misconduct or serious or willful neglect in the discharge of your duties;
- c. if, in the opinion of the Company, you engage in sexual harassment against clients and/or other employees of the Company, including but not limited to the making of unwanted sexual statements, unwanted physical and/or sexual advances and/or the circulation of obscene material to clients and/or other employees of the Company;
- d. you become of unsound mind, such that you are unable to carry out your duties under this agreement;
- e. you are convicted of any indictable offence which prevents you from carrying out your duties under this Agreement; or
- f. You become permanently incapacitated from performing your duties under this Agreement. Incapacity in excess of 90 consecutive days shall be deemed to be permanent incapacity.

Prior to exercising the Company's right of termination under Clause 16.1, the Company shall conduct due inquiry by informing you of the allegation(s) and evidence against you and providing you with an opportunity to present your case. The person hearing the inquiry shall be appointed by the Company subject to your right to challenge the appointment on the grounds that the person appointed by the Company is in a position which may reasonably suggest bias, notwithstanding that he or she is an employee of the Company. During the period of due inquiry, the Company may suspend you from work for a maximum of 1 week and pay you half your normal rate of salary for such period of suspension. If the inquiry fails to establish the events under Clause 16.1, the Company shall

immediately restore the full amount of salary so withheld during the period of suspension.

The Company reserves the right to down-grade or suspend you from work without pay for 1 week in lieu of termination under Clause 16.1.

16.2 Notice Period

16.2.1 If you resign, you are required to give the following notice period:

- a. **1 weeks'** notice in writing during probation period or forfeit 1 weeks' pay in lieu of the notice (you have to maintain the standard of your performance during your notice period)
- b. **1 months'** notice in writing after confirmation or forfeit 1 months' pay in lieu of the notice (you have to maintain the standard of your performance during your notice period)

16.3 The Company may terminate your employment by giving one month's notice in writing, in which case the Company reserves the right to terminate this agreement immediately and make a payment of one month's pay in lieu of notice, plus an additional payment of any entitlements to commissions or such other allowances that have accrued up to the date of termination including the notice period which would otherwise be payable at the end of the financial year.

16.4 Upon termination, you are required to immediately deliver to the Company all records, documents, letters, papers, computer programs, computer disks and other material of every description (including all copies or extracts from the same) within your possession or control relating to the affairs and business of the Company.

16.5 All issued Company property is to be returned, including security passes, access to car parks, company credit cards, mobile phones, laptops and all other property of the Company, and any money owed to the Company is to be repaid before final payment of salary is made. If this provision is not complied with, the value of any unreturned company property and any debts to the Company will be deducted from the final payment. The deduction(s) made under this clause for

- a. damage or loss of Company property entrusted to you for custody; and
- b. debts owed to the Company

shall under clause 13 intellectual property rights, salary, and no deduction(s) shall be made until you have been given an opportunity of showing cause against the deduction(s).

17. Severability

17.1 You and the Company agree that it is considered that the covenants, obligations and restrictions contained in this agreement are reasonable. In all circumstances, such covenants, obligations and restrictions, and each and every part thereof, shall be deemed to be severable and independent covenant, obligation or restriction.

17.2 In the event that any term or provision of this agreement for any reason whatsoever be acknowledged by the parties, or be adjudged by a Court of competent jurisdiction or be held or rendered by any competent Government authority to be invalid, illegal or unenforceable, such term or provision shall be severed from the remainder of the terms and provisions of this Agreement and shall be deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement shall subsist and remain in force and effect unless the basic purpose or purposes of this Agreement would thereby be defeated.

18. Governing Law

This agreement is governed by the laws of Employment and it is agreed between the Company and you that if there is any dispute the matter will be submitted to the jurisdiction of Courts with jurisdiction in India

19. Entire Agreement

This Letter of Offer, together with Schedule A and Annexure I, form the Employment Contract governing your employment with the Company. This agreement supersedes and cancels all other oral or written understanding and agreements between you and the company that may have existed prior to the date of this employment agreement.

Schedule A: Remuneration details

Note: This schedule is revised and reissued as and when changes are made in the structure or quantum of compensation and benefits. The revised schedule must be signed by both parties and will come into effect on the date specified in the revision:

A. Salary

Salary Annexure I		
Name	Sathish K.	
Designation	Area Sales Manager	
Salary Components	Per Annum	Per Month
Basic	260,000	21,667
House Rent Allowance	104,000	8,667
Other Allowances	185,600	15,467
Leave Travel Allowance	26,000	2,167
Uniform Allowances	24,000	2,000
Professional Development Scheme	12,000	1,000
Telephone & Internet Reimbursement	12,000	1,000
Children Education Allowance	1,200	100
Children Hostel Allowance	3,600	300
Gross Salary	628,400	52,367
Provident Fund (Employer)	21,600	1,800
Fixed CTC	650,000	54,167
Performance linked variable Pay*	100,000	
Total CTC	750,000	
CTC in words: Rupees Seven Lakhs fifty Thousand per Annum		

Note that your salary is confidential and should not be disclosed. All employees are to keep their wages, benefits, bonuses and any other form of compensation confidential, and avoid providing this information to other Deskera employees, or with any third-party. Salary is determined by a large array of factors which may not be immediately apparent to every employee. At Deskera, we strive to provide competitive and fair wages for each employee. We would like to assure you that each employee's performance, effort and time is valued and considered in salary determination. Any disclosure of salary information, however, creates unnecessary conflict and disputes.

B. PF/Income Tax

The payment of your salary shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time. Provident Fund deductions would be made monthly. Compensation and benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

C. Medical/Other Benefits

Medical Insurance benefits are company sponsored expenses towards employee group medical cover. You are covered under the Medical Insurance coverage scheme for Self, Spouse, 2 Children (1+3 dependents) for up to Rs. 500,000 per annum. Premium for this will be paid by the company. In addition, employees are also covered under a Personal Accidental coverage sponsored by the company.

D. Performance Linked variable Pay: The performance linked incentive pay would be paid to you if you achieved 100% of your assigned targets (your targets will be assigned on monthly/Quarterly basis) and payout would be on quarterly basis. It will vary subject to revenue collection and target achieved as mutually decided by the Employee and the Company. The performance based variable pay would be paid subject to you being an employee in active service at the time of payout. Your CTC includes the local travel for business purposes.

Acceptance

I confirm that I have had a reasonable opportunity to evaluate and where necessary seek advice about this Employment Contract and understand and fully accept the conditions of my employment as detailed above.

I confirm that I have no commitments or obligations to my current or previous employers, or any other entities, that would restrict me from joining the Company.

I confirm that my date of joining will be 29th April 2022.

Signature of candidate

Passport No. (if available)

Name

Date

Initialed on behalf of Deskera

Initialed by the Candidate

Annexure I: Documents to be submitted

Self-attested documents required to be submitted at the time of joining:

- Copy of Passport size photo (3 colour copy)
- Copy of the Academic Certificate like HSC, Graduation, Post-Graduation or any other degree diploma courses
- Copy of Passport
- Copy of Previous Experience Certificate, Relieving Letter from all previous employer
- Copy of Form 16/ Income Tax return / Tax certificate etc, and Professional Tax Proof (if any)
- Copy of last three salary slips from previous employer
- Copy of Address Proof both current address and permanent like License/ Passport / Voter-ID Card etc
- Copy of Aadhaar card and PAN card is mandatory.
- Copy of Other Certificate Courses (if any).

Please mark all the self-attested documents submitted.

Original documents will be required to be verified against the self-attested copies submitted