

Extension Letter

Letter No.: LTVTPL/CAL/18/0423

Date: 1st October, 2018

Mr. Kosuru Ajay Kumar

S/O Mr. Kosuru Ram Mohan Rao

12-26/ 5C, B- Block G F- 3, Sai Narasimha Nilayam,

Yanamalakuduru, Sri Ramalingeswara Swamy, Vari Colony,

Vijayawada (Rural), Krishna, Andhra Pradesh- 520007, India

Dear Mr. Kosuru Ajay Kumar,

We are please to share the updated appointment letter, which will be applicable from the date of last renewal of employment. You are working with VertexPlus Technologies Pvt. Ltd. as **Software Developer-Azure** on a CTC of **Rs. 50000** per month according to the employment terms contained in this letter. The terms are as per prevailing company policy and subject to change if company makes amendment/alterations in its policies.

Your appointment will expire on **30th September, 2019**. Your appointment will automatically be terminated on completion of aforesaid period which is subject to get renewed on the basis of project requirement. Since your appointment is being made for a specified period, you will neither have any right nor a lieu on the job held by you. Also, you will not claim regular employment even if there is such a vacancy for the post held by you or otherwise.

1) **Cost To Company (CTC) Components**

Salary Components	Monthly	Yearly
Basic	17500	210000
HRA	7000	84000
Conveyance	1600	19200
CCA	3500	42000
Special Allowance*	15046	180552
Medical	1250	15000
Net Salary	45896	550752
PF	3804	45648
Health & Accidental Insurance**	300	3600
Total Deduction	4104	49248
CTC	50000	600000

* The Company may, at its discretion, review, adjust or withdraw SA.

** Amount of Health & Accidental Insurance is approximate and may vary on yearly basis.

Important: All salary information is confidential and should not be disclosed for any reason to anyone, other than the HR department of the company. Employees should keep their wages, benefits, bonuses and any other form of compensation confidential, and should not providing or broadcast this information with other employees, or with any third-party that does not have a bona fide need to know. Any unauthorized disclosure relating to this by employee may impede our ability to

effectively compete for talent, may create unnecessary conflict and disputes, and could lead to disciplinary action up to and including termination of employment.

1.2 Deductions

Your salary and other benefits, if any, shall be subject to the deductions of all Government and local taxes, contributions, etc., as required to be made under the law of land and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to any property of the company and all other matters as governed by the Company's policy.

1.3 Review

Your salary will be reviewed first time in April or October depending on the date of joining, then after annually from the date of first review. If you have joined in the months from February to July then your first salary review would be in April and if you have joined in the months from August to January then your first salary review would be in October. Salary review would be as per Company policy and the changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant

- 2) Your duties will include for efficient, satisfactory and economical operation in the area of responsibility that may be assigned to you from time to time. As an employee of this company, you will maintain a high standard of loyalty, efficiency, integrity and will liaise with employees/ workers in the company.
- 3) The management will be within its rights to transfer you for work or loan your services to any other unit/division/department where the company has an office or branch or unit or site for work either at present or may have at any time in future.
- 4) You will devote your whole time and attention to the interest of the company and will not engage yourself in any other work whether paid or in honorary capacity.
- 5) The employee shall not take up whole time or part time employment with any other company engaged in the similar businesses or with any clients of the company, for a period of 24 months from the date he/she leaves the services without getting NOC from the company.
- 6) You are required to contact only VertexPlus for all your queries and concerns.
- 7) The company will expect you to assist with completion of work, and the working hours may be varied in 24*7 hr work rotation to achieve this. You may be required to work in night shifts as per your job requirement. The management may at its absolute discretion vary the scheduled working hours from time to time. Any such additional work will be considered during your ongoing reviews and demonstrates your commitment to your career and the company.
- 8) Your appointment is being made on the basis of your particulars such as qualification etc. as given by you in your application for employment and in case any information as given by you is found false or incorrect, your appointment will be deemed void and liable for termination without any notice or salary in lieu thereof.
- 9) Your address, as indicated in your application for appointment shall be deemed to be correct for sending any communication to you at the given address shall be deemed to have been served upon you.

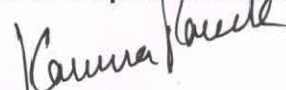
- 10) You will be bound by the certified standing orders, rules, regulations and office orders in force and framed by the company from time to time in relation to your service conditions, which will form part of your service conditions, which will form part of your terms of employment.
- 11) In case there is any change in your residential address, you will intimate the same in writing to the Personnel Department within three days from the date of such change and get such change of address recorded.
- 12) If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
- 13) **Leave Rules** You are entitled for 1 day paid leave per month (inclusive of casual, medical and special) till 6 months from your joining and 2 days paid leave per month (inclusive of casual, medical and special) after that. Un-availed leaves per month would be carried forward on a monthly basis. The un-availed leaves during the year will not be carried forward to the next year and no clause of financial settlement would be there for the leaves which have been lapsed. Once resignation has been accepted no leaves will be granted, otherwise your notice period will be extended for the time being. Leave without information / approval for more than 2 days would also warrant disciplinary action, as deemed fit by the management.
- 14) **Breach of Term** The term of employment is for 12 months. Employee cannot leave the services for the tenure of 12 months. Further, the company has right to terminate or relive you at any time on the basis of disciplinary action. After completion of contractual period, employee has to serve the notice of 2 months, if he/she wants to leave the services.

If he/she leaves services in breach of this agreement, the employee would be liable to pay amount equal to **three months** CTC to the Company as liquidated damages for premature termination of the agreement at the instance of the employee. The said amount has been mutually agreed by and between the parties considering the circumstances of the case and the loss that will be suffered by the Company. The parties mutually agree that the above amount shall be the minimum liability of the employee in the event of the breach of this agreement by his/her and the Company shall be entitled to recover the said sum in accordance with the terms of this agreement.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

Sincerely

For **Vertexplus Technologies Private Limited**



Karuna Pareek
(Manager-HR)

Non-Disclosure Agreement

For good consideration, and in consideration of being invited to be an employee for and on behalf of **VertexPlus Technologies Pvt. Ltd.** (hereafter called VertexPlus), located at **B-19, 10-B Scheme, Gopalpura Road Jaipur India** the undersigned employee hereby state the following:

1. I fully agree to the concept of Intellectual property protection of VertexPlus. Further, I will ensure to take all possible measures to protect the same. I shall also exercise due care and diligence to protect the intellectual property of the VertexPlus, which I come across during the period of my employment to VertexPlus.
2. I undertake not to divulge or disclose any information, which is enumerated below in any manner to any person/organization without the prior written consent from VertexPlus. I further, agree not to use any information belonging to VertexPlus for commercial / any other purpose without the prior written consent from VertexPlus. Any necessary divulgence or disclosure shall be made to third parties only after entering into a non-disclosure agreement with the concerned person/ persons/organization and authorization from VertexPlus.
 - Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, trade secrets, know how, machines, computer programs and research projects.
 - Business information: Customer details, pricing data, market research, sources of supply, financial data and marketing, production, or merchandising systems or plans.
 - Any other information, which can be used for carrying out, the purposes of VertexPlus as enshrined in the Appointment terms.
3. I will not make any kind of transaction of any information or data in form of physical media or soft format or CD or other software or through internet or any type of network connectivity.
4. I agree that I will not during, or at any time after leaving the job, use for myself, or disclose or divulge to others any trade secrets, confidential information, or any other proprietary data of VertexPlus (mentioned in clause 2 in this agreement) without prior written consent from VertexPlus.
5. As company personnel, I will not associate myself with any other organization or business, work of public office, honorary or remuneration post/assignment which results in conflict in the interest of VertexPlus functions and policies.
6. That upon the termination of job, I will return all the documents, data, any other information and property of VertexPlus, irrespective of the way in which I obtained it during my employment period, and all copies thereof relating in any way to the VertexPlus activities.
7. VertexPlus may notify regarding my work for and on behalf of VertexPlus to any concerned party and the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
8. Promptly upon the termination of this Agreement, unless otherwise agreed in writing by both parties, each party shall return all Proprietary Information of the other party that it has received or that is in its possession, together with all copies thereof, and will immediately cease to make further use or disclosure of such Proprietary Information.

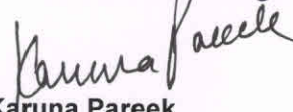
9. Accordingly, I agree that company will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other right and remedies available at law or in equity for such a breach.
10. I agree that I will not provide any type of information in any form to the customers or clients without the prior permission of the company either through mail or in writing.
11. The non-disclosure provision of this agreement shall survive the termination of this agreement and employee's duty to hold Confidential Information in confidence shall remain in effect up to 24 months after relieving from the company or until the company sends the employee written notice releasing employees from this agreement, whichever occurs first. Further, in failure of all above clauses and arising of any conflict, company is free to take any legal action against the employee.

This Agreement shall remain in force and effect throughout the period in which the recipient is actively engaged in the execution of the Purpose. This agreement shall be binding upon me and my representatives and successors in interest.

Signature

Mr. Kosuru Ajay Kumar
S/O Mr. Kosuru Ram Mohan Rao
12-26/ 5C, B- Block G F- 3, Sai Narasimha Nilayam,
Yanamalakuduru, Sri Ramalingeswara Swamy, Vari Colony,
Vijayawada (Rural), Krishna, Andhra Pradesh- 520007, India

VertexPlus Technologies Pvt. Ltd.


Karuna Pareek
(Manager – HR)