

Mr. Prakyath S. Arya,
#22, Gadi Mudanna Road,
Kamakshipalya, Bangalore,
Karnataka – 560 079.

9th May 2021

Dear Prakyath,

We are pleased to confirm our offer of employment to you as **"Graduate Trainee"** at BIAS InfoTech Pvt Ltd (Company). Initially you will be joining as a **"Trainee"** for a period of two months. During this period, BIAS will provide you training on Oracle Applications and you will be paid a monthly stipend of INR 10,000/- (Rupees ten thousand only). Based on your successful completion of the training and the engineering graduation which you are pursuing currently, you will be onboarded into our company as a full-time employee from **02nd August 2021**. Your compensation as a full time Employee will be **INR 5,00,000/-** (INR Five Lakhs only) per month as outlined in the "Compensation" section below. We value your abilities and believe you will find our work environment to be challenging and fulfilling.

Location

The company's parent organization, BIAS Corporation, is based in Atlanta GA, USA (www.biascorp.com). It has offices throughout the world. Your primary location will be in the Bangalore office. However, the Company may require you to work at other Company locations within India and at customer sites around the world, including in the US, as and when required. The Company will seek to give you reasonable notice of travel or relocation requirements.

Fulltime Employment

Probation Period

Once you start with us as a fulltime employee, you will be put on probation for a period of six months. During the probation period, you will be periodically evaluated on your performance. Your confirmation as a regular employee in the company at the end of the probation period is subject to your satisfactory performance. If your performance is not meeting the expectations set by the company at the beginning of the probation period, either your probation period will be extended or your employment with the company will be terminated without further notice.

Employment Bond

As part of your training, you are also required to sign an employment bond with the Company for two (2) years. During this period of employment bond, an amount of Rs. 3,500 (Rupees three thousand and five hundred only) per month starting from the date of joining will be withheld by the Company as surety. At the end of two years, upon completion of the employment bond, the same shall be refunded by the company without any interest. In the event of breach of the employment bond, you will be required to pay BIAS Infotech Pvt. Ltd. a liquidated sum of Rs. 75,000 (Rupees seventy-five thousand only) as training costs, part of which will be adjusted against the amount withheld in the payroll and the balance if any needs to be paid by you. The company also reserves the right not to issue a relieving letter and an experience letter in the event of breach of the employment bond.

Compensation

Your annual salary compensation will be **5,00,000/-** (Rupees Five Lakhs only only) on Cost to Company basis. The break-up of the compensation is as below.

Components	Amount PA (in Rs.)
Basic	190,000
House Rent Allowance (HRA)	95,000
Conveyance Allowance	19,200
Leave Travel Assistance	9,500
Education Allowance	2,400
Special Allowance	147,680
Annual Gross Pay (AGP)	463,780
Co.'s Contribution to PF	21,600
Gratuity (4.8% of Basic)	9,120
Medical, GPA and GTL Insurance	5,500
Total Cost to The Company (CTC)	500,000

Condition of Hire

All appointments are based on the information furnished by you in your employment application and all further declarations and undertakings. The confirmation of your employment with BIAS Infotech Pvt. Ltd. is subject to your antecedents and testimonials being verified.

The Annexure to this Offer of Appointment will be treated as an integral part of this letter. We believe we can provide you with an atmosphere in which you can develop your professional talents to the fullest. If these terms are agreeable, please confirm your acceptance per return email to be considered as your acceptance.

We look forward to having you join our team.

For BIAS Infotech Pvt. Ltd.



Pankaj Bora
Vice President

ANNEXURE TO THE LETTER OF EMPLOYMENT**1. Employment Agreement****a) Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.

b) Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Company or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

c) Conflict of Interest

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company. If proven that a Conflict of Interest has been created by you by taking up external work for remuneration (part time or otherwise) or work on advisory capacity you shall forfeit all the employment terms with BIAS including any amount owed by us to you and subject to immediate termination without further cause and notice.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training / deputation / transfer / assignments to sister companies, associate companies, new company offices in different cities, client locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you. You shall, only at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- a)** Either party can terminate this employment by serving a notice of 2 months on the other. However, if approved by the Company, an associate may surrender leave to his / her credit or pay salary (basic salary with applicable taxes) in lieu of Notice period. Similarly, the Company may pay salary (basic) in lieu of Notice period, if required.

- b) In case of Employees who are governed by service agreements for serving a minimum stipulated period, the Employee can exercise option under the clause 3(a) only on their completion of the stipulated service period agreed to and provided therein.
- c) Unauthorized absence or absence without permission from duty for a continuous period of seven (7) days, would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- d) Reference check may be made from your previous employers and colleges. In case there is any adverse report against you, which in the sole opinion of the Company may be detrimental to the interests of the company, or if the information furnished by you is not true, the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

4. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

5. Restraints

a) Access to Information

Information is made available on "need to know" basis for specified groups. The network file server may be segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

b) Escalation/Exception Reporting

- 1) A set of areas/jobs to be carried out by each function/department will be decided.
- 2) For each area/job - a suitable policy may be formulated/evolved.
- 3) For every policy - standards of measurement may be laid down.
- 4) Goals for year/quarter/month will be periodically reviewed.
- 5) Deviation, if any with regard to policies or standards, will be monitored and brought up for discussion in review meetings, if such deviation could wait till review meeting.
- 6) Alternatively, if such deviation will pose a threat and if it is not corrected, it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment, it will be further escalated to next level.

c) Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing the Company.

d) Smoking

We owe and assure a smoke free environment for our Associates, the entire office premises including conference rooms, lobbies, is declared as No-Smoking Zone.

e) Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons, it is essential to maintain confidentiality of the same. If the password is forgotten, the BIAS management is to be contacted to reset and allow you to use a new password.

f) Unauthorized Software

You shall not install, download, copy, or duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

g) Security

Security is an important aspect of our communication and office infrastructure.

1) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

2) Use of Company Resources

You shall use the Company's resources only for official purposes.

6. Intellectual Property Rights

All intellectual property rights, including but not limited to, Patents, Copyrights, Designs, Trademarks and any other documents developed/worked by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be work made for hire. You shall execute/sign such documents for the purpose of assigning such Intellectual property, as and when required by the Company.

The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

7. Jurisdiction

Even though the Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Bangalore only.

8. Retirement

You shall automatically retire from the services of the Company at the age of fifty-eight (58) years. For this purpose, the age recorded with the Company based upon the date of birth proof such as Matriculation Certificate, School Leaving Certificate or Passport alone shall be considered as final and conclusive.

9. General

The above terms and conditions are based on Company policies, procedures and other rules currently applicable in India, as well as Overseas, and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

You shall be present in the office during normal working hours as provided to you, or during hours expressly designated for you in writing. You shall provide details regarding the utilization of your time by entering the same into Company's electronic timesheets on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time- efforts, you shall comply with such requirement also, in addition to Company's timesheet policies.

This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through Company to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in the Annexure and I hereby accept and agree to abide by them:

Date: _____

Employee: _____ (**Mr. Prakyath S. Arya**)