

22.10.2018

Mr. Bharath Kumar M (IS7054)
No.94, Fifth Street,
Sharma Nagar,
Chennai-600039

Dear Bharath Kumar M,

Thank you for giving us the opportunity to meet you, 05.09.2018, and discuss your possible employment with Integra Software Services Private Ltd ("**Company**"). Based on subsequent discussions, we are pleased to appoint you in our organization as "**Mean Stack Developer**" (DU: SDU) in **Band 5, Capability Level 2**, based on the following terms and conditions:

1. **Appointment:** Your appointment shall take effect from **22.10.2018**.
2. **Compensation:** Your total annual compensation as cost to the company will be **Rs.610716/-per annum (Rupees Six Lakhs Ten Thousand Seven Hundred and Sixteen Only)**. The above compensation is inclusive of **Rs.24000/- per annum (Rupees Twenty Four Thousand Only)** as variable pay which is called as "Quarterly Performance Bonus" based on the combination of your individual performance and the Company's performance. This will be paid on a quarterly basis. Your details of emoluments has been attached herewith in Annexure – A. The Income Tax Act and the relevant rules will be applicable for the taxable income.
3. **Place of work:** Your place of work will be at the Company's **Chennai** office and you will be placed in Pondicherry for your induction and initial training as well as for any special training as decided by the Company from time to time. However, you may be required to travel to various places as the Company may require for the execution of the Company's work. At a future date, the Company may transfer the location of your job to such other places where the Company may or propose to have its office, without affecting your terms of employment and emoluments thereon. As on the execution of this letter, the Company has its offices at Pondicherry, Chennai, Bangalore, Pune and Noida only. Any reasonable relocation expenses that may be incurred by you for such transfer shall be reimbursed by the Company on production of necessary bills and vouchers. Besides, while stationed in a location, if you are required to travel for the work of the Company, you will be eligible for availing traveling allowance as per the rules of the Company.
4. **Probation:** You will be on probation for a period of six months. Upon your satisfactory and successful completion of probation in the Company, your permanent placement in the Company shall be confirmed. The Company, at its sole discretion, may extend the probation period for a further period of six months based on your performance. During the probation period, the Company shall have the right to terminate your services, without providing any notice and without assigning any reason whatsoever. If your probation period is not extended beyond the period of 6 months, then your status of employment will stand confirmed automatically unless otherwise terminated for any breach or violation of terms under this appointment letter or other applicable employment documents entered by you with the Company.
5. **Data Protection:** You confirm that you have read and understood the Company's data protection policy, a copy of which is available on iNet. You shall comply with the Company's data protection policy, and any other associated policies and procedures when handling personal data in the course of your employment.

[Handwritten signature]

Such personal data shall include, but not be limited to, personal data relating to any employee, customer, client, supplier, author, freelancer or agent etc. of the Company.

You are required to refer to the Company's data protection policy and employee privacy notice in respect of the processing of your own personal data. The Company's data protection policy and privacy notice do not form part of your contract of employment and they may be amended by the Company from time to time without providing notice to you.

6. **Working Hours for Production:** The hours of work and work timings are governed by the policy as is applicable from time to time. The Company's operations are round the clock on all days of the week. Employees are expected to work for a minimum of 48 hours per week and during specified timings as specified by their function/team heads in accordance with the applicable laws of the land. The working hours, weekly holidays and annual holidays will depend on the location of the employee's place of work.
7. **Leave/Holidays:** The Company will remain officially closed on national holidays and certain festival holidays. The festival holidays will be based on the work location and secular preferences of the employee. They will be announced at the beginning of the year. If you remain absent without prior permission or overstay the sanctioned leave for more than 3 consecutive days, you will be deemed to have deserted your service, thereby bringing about termination of your employment with the Company automatically on your own. Further details of availing leave are provided in the employee handbook.
8. **Deductions:** You are entitled to the Company's statutory contribution towards EPF and ESI. Your compensation will be credited to you after being subject to statutory deductions of taxes, including, but not limited to TDS, Professional Tax etc. as may be applicable to you in accordance with the applicable law.
9. **Professionalism & Code of Conduct:**
 - (i) In the course of your employment with the Company, you are expected to exhibit high degree of professionalism while discharging your duties towards the Company and in dealing with other employees of the Company. All your actions must be directed towards the best interests of the Company. The Company may at its discretion, terminate your services with immediate effect and without any notice, in case you are found guilty of dishonesty, disobedience, misappropriation, moral turpitude or misdemeanor, on proper inquiry and after giving you a reasonable opportunity of being heard.
 - (ii) Any lapse, deficiency or negligence on your part in discharging your duties and performing your job responsibilities will be viewed very seriously. Upon the occurrence of such lapses etc., on your part, your employment with the Company will be terminated without any notice or any pay in lieu thereof and you shall be liable to pay adequate damages to the Company for such lapses.
 - (iii) Any unauthorized use or misuse of Company's facilities including, but not limited to the Company's system, software, internet facilities etc., on your part or any violation of the Company's security policy would be treated as a serious lapse and violation of the terms and conditions of your employment. The Company shall be fully eligible to claim appropriate damages from you as per this letter and other documents, agreements etc. entered by you with the Company. This shall not prejudice the Company's unfettered right to terminate your services without any notice or pay in lieu thereof.
10. **Exit Clause:** Resignation is accepted only through a written document and during the period of employment, unless otherwise agreed under this letter, either party may terminate the employment by giving to the other **60 days'** notice in writing, for convenience without assigning any reason thereof. However, the Company shall not be liable to give such notice or pay salary in lieu thereof in case you are found guilty of violating any of the terms & conditions of this letter of appointment or other documents and undertakings executed by you.

11. **INTELLECTUAL PROPERTY:** You acknowledge and agree that the intellectual property as well as any portion of the intellectual property developed by you shall be the sole property of the Company from date of creation.

During the term of your employment and immediately upon termination, you agree to maintain adequate and current written records on the development of all intellectual property and to disclose promptly upon its creation to the Company all intellectual property and relevant records, which will remain the sole property of the Company. You further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that is conceived, developed, reduced to practice by you (alone or with others) during the period of employment, shall be promptly disclosed to the Company

You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the intellectual property, however and whenever produced (whether by you or others) and whether or not protected under copyright law or patentable or protected under any other intellectual property laws, shall be immediately handed over to the Company upon its creation and all copies shall be returned to the Company upon termination.

You agree that the exclusive ownership of all content and/or part of intellectual property that is not protected under copyright laws and/or other intellectual property law and/or that is not patentable shall be automatically and irrevocably transferred to the Company from date of creation.

You represent and warrant that you will not use or integrate in the intellectual property any third party materials or data that are not validly licensed to the Company unless previously authorized by the CEO & Managing Director of the Company. You represent and warrant that you have not violated the intellectual property rights of any third party, and covenant that you shall not violate the intellectual property rights of any third party in the course of your employment with the Company. Provided that, in the event the Company is held liable for your violation of any intellectual property rights, you undertake to indemnify the Company and/or its affiliates against any and all claims and resulting court fees.

If, in the course of your employment with the Company, you incorporate any intellectual property belonging to you, into the Company's product or process, the Company is granted and shall have an exclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, modify, use and sell such intellectual property. Unless otherwise agreed by the Company, this Agreement shall be an adequate consideration for such license granted by you.

You hereby assign to the Company any and all right, title and interest you have, may have or may acquire in all intellectual property and developments thereon, including without limitation all rights including the moral rights that you may possess in such intellectual property or any developments thereon, to the extent permitted under the applicable laws, and if the assignment of such intellectual property rights and moral rights are not permitted, then you hereby waive (on behalf of your good-self and my legal heirs and representatives) the enforcement of any such intellectual property rights including the moral rights that you may possess in such intellectual property and the developments as against the Company and its assignees, nominees and licensees.

You hereby agree to undertake all formalities to assign to the Company (including its nominees and assignees), or any other person as instructed by the Company any and all right, title and interest you have, may have or may acquire in all intellectual property and developments thereon, including without limitation all rights including the moral rights that you may possess in such intellectual property or any developments thereon, to the extent permitted under the applicable laws.

12. **Non-Disclosure Agreement:** On the date of your commencement of employment with the Company, you will be required to sign a comprehensive non-disclosure, proprietary information and invention agreement

("NDA"). Such NDA shall be in full force during the tenure of your employment and at all times after termination.

You acknowledge that in the course of the employment, you will have access to confidential information and data including personal data of the Company, its customers, suppliers, contractors and all the respective personnel. You shall not (except in the proper course of your duties), either during the course of employment or at any time after termination, use or disclose to any person, company or other organization whatsoever (and shall use their best endeavors to prevent the publication of) any confidential information. This shall not apply to:

- (a) any use or disclosure authorized by the management or as required by law;
- (b) any information which is already in, or comes into, the public domain other than through your unauthorized disclosure.

You will be required to fulfill all the terms and conditions of the NDA. Any failure or violation on your part of any of the terms and conditions of the NDA will entitle the management to terminate your services without giving any notice and claim for damages and other remedies from you, as provided in the above NDA and under applicable laws. Your obligations under the said NDA shall survive the termination of your employment as described in the said NDA.

13. **Non-Compete Compensation:** The remuneration paid by the Company includes due consideration for the various obligations, restrictions and responsibilities undertaken by you under the NDA and non-compete agreement. The said consideration is 25% of all remuneration paid to you on cost to the company basis. Therefore, if you violate any of the terms and conditions of this agreement, the Company/associated concerns will have the right to recover liquidated damages from you in addition to the remedy described in Clause 11.1.6. of the NDA for the breach of any of the covenants or terms of this undertaking, and the said liquidated damages shall be a minimum of 25% of all remuneration paid by the Company on cost to the company basis, during the tenure of your employment / contractual relationship with the Company. The Company/associated concerns shall also be free to pursue any other remedy against you permitted by law.
14. **Dual Employment:** a) You are required to engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments other than the business of the Company which is compensated by monetary emoluments. In the event you wish to engage in non-monetary or voluntary services, you are mandated to seek the approval of your Function Head and the Human Resources Head. b) You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in or perform any service for any person, firm or any company that is involved in activities, which is/will conflict with the interest of the Company. c) The conflict of interest policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage any existing employee to become associated with, or perform service of any type for any third party. e) In case of any conflict or doubt, please discuss the matter with Human Resources Function Head, understand the position of the Company and resolve the conflict.
15. **Social Media Policy:** You are mandated to strictly comply with the Company's and its customer's social media guidelines and policy. Further, you will not, during the course of employment with the organization or after termination for whatever reason, make any comments or invite comments in any form or manner, in regard to the Company's and its customer's (including group companies & subsidiaries) existing or future policies or activities or actions or employees, as the case may be, including, using the name or logo of the Company in social or print or electronic media, including, but not limited to any social media websites, irrespective of whether such act is beneficial or detrimental to the Company and its customers Any breach of this will be deemed as a criminal breach of trust and shall be strictly dealt with.



16. **Arbitration:** All disputes arising out of this letter of appointment between you and the Company shall be settled through arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended from time to time, by the sole arbitrator to be appointed by the managing director of the Company at Chennai / Pondicherry. The venue of arbitration will be decided at the sole discretion of the Company. Courts at Chennai alone shall have the exclusive jurisdiction to deal with matters pertaining to this letter of appointment.

17. **Caution & Important:**

- a) You are hereby specifically informed that your acceptance of the terms and conditions contained in this letter and the terms and conditions contained in the enclosed employment agreement ("**Employment Agreement**") and NDA shall create important contractual obligations and obligations of trust which affects your rights, including rights to inventions which you may make during your employment, and breach of any terms and conditions of the above documents to be executed by you, would make you liable to pay damages and compensation for breach of trust and contractual obligations apart from other legal consequences.
- b) All other terms and conditions of your employment will be governed by the employment policy of the Company which is in force during that relevant period.
- c) You will retire from the services of the Company on the day of completing your 58 years of age as recorded with us, however the obligations under the NDA shall survive your retirement and for such period thereafter as detailed in the NDA.
- d) It is hereby fully clarified that your obligations under the Employment Agreement and NDA shall be fully applicable to the entire term of your employment and for such period thereafter as detailed in the NDA.

18. **Conduct of employment:** You confirm that you are free to accept employment by the Company and by doing so and performing your duties you will not be in breach of any court order or other legal obligation. You confirm that you have made full disclosure regarding your obligations to your former employer to the Company. You agree to indemnify and keep indemnified the Company against any claims, damages, costs or liabilities it incurs as a result of there being a breach by you of this clause.

During employment, you shall:

- a) unless prevented by incapacity, devote the whole of your business hours, attention and abilities to the business of the Company and/or its affiliates;
- b) diligently exercise such powers and perform such duties as may from time to time be assigned to you by the Company and/or its affiliates;
- c) comply with all reasonable and lawful directions given to you by the Company and/or its affiliates;
- d) use your best endeavors to promote, protect, develop and extend the business of the Company and/or its affiliates; and
- e) consent to the Company and/or its affiliates monitoring and recording any use that you make of their electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.

19. **Retention of documents:** All documents, manuals, hardware and software provided for your use by the Company and/or its affiliates, and any data or documents (including copies) produced, maintained or stored on the Company's and/or its affiliates' computer systems or other electronic equipment (including mobile phones), shall remain to be the property of the Company and/or its affiliates. You shall also:

- a) observe and comply with all reasonable, lawful and proper resolutions, regulations and directions issued from time to time, as per the applicable laws of the land and Company policies



- b) comply with any reasonable time-scale requested by the Company for the completion of any particular assignment for the proper discharge of your duties.
20. **Transfer/ Assignment:** The Company may, at its sole discretion, second, depute or assign you to any other office of the Company across the globe or to any affiliates of the Company or to any third parties. You consent to any such secondment, deputation, assignment and/or transfer by the Company of your employment, including to third parties. Further, in such a case, you shall also be bound by any policy of such other office or affiliate or third party that is in existence on the date of this agreement or that which may be subsequently framed by the Company or the affiliate or the third party. You may also be required to make visits and travel, both, within India and overseas, as may be necessary for the proper discharge of your duties. While in the employment of the Company, (i) you are not allowed to be employed in any other organization on a permanent, temporary or part time basis or offer your services with or without consideration to any person; (ii) you are not allowed to be occupied in your own business, without the prior written consent of the management; and (iii) you are not allowed to attend/speak at any public engagement relating to the business without prior intimation to the management or designated authority. You shall comply with all directions given to you by the management or designated authority and faithfully observe all the rules, regulations, and arrangements applicable to you.
21. **Disclosure Requirements:** You are required to disclose your business interests, if any, in writing to the management or designated authority, whether or not they are similar to or in conflict with the business or activities of the Company and further disclose all circumstances, in respect of which there is or there might be a conflict of interest between you and the Company in the future. You agree to disclose any such interests or circumstances which may arise during the course of your employment to the management or designated authority in writing, immediately upon accruing of such interest or occurring of any such circumstances.
22. **Medical Fitness:** During the term of your employment with the Company, you are required to be medically fit to perform the services assigned to you from time to time. You may, thus, be called upon to undergo medical examinations as the Company may deem necessary. In the event the examination reveals any ailment (including any physical or mental impairment) that (i) prevents or hinders you from performing your assignment effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to discharge your services with immediate effect, without any compensation or notice.
23. **Miscellaneous Provisions:**
- a) Your salary shall normally be reviewed by the Company annually. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the appointment.
 - b) During the term of this agreement, you shall not accept a position of directorship in any other company (excluding the affiliates of the Company) unless otherwise permitted in writing by the Management or designated authority and in the manner prescribed under law.
 - c) Unless specifically authorized in writing by the Company and its customers, you agree that you will not enter into any contract, agreement or arrangement with any person that binds the Company and its customers or creates any liability or obligation upon the Company and its customers and/or its affiliates. You shall also not communicate with the media or journalists in relation to the Company, its customers, its affairs, or any other matter which may be beneficial or detrimental to the Company and/or its customers, without obtaining a specific prior written permission from the CEO and Managing Director of the Company. Further, you agree that you shall not make any statement against the Government or the State if the same is detrimental to the interests of the Company, its customers or such that it is likely to affect the Company and/or its customers in any manner. Any violation of this clause will entitle the Company to initiate legal proceedings as may deem fit against you.

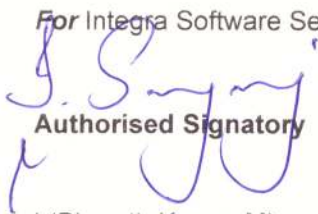
- d) During the term of your employment, you shall not make any false, defamatory or disparaging statements about the Company and/or its affiliates, the employees, officers or directors of the Company and/or its affiliates, the shareholders of the Company or clients of the Company and its holding company/subsidiaries/affiliates.
- e) This appointment is made on the understanding that the information given by you, in your application is correct, true and complete. If it is found at any time that the information given by you is incorrect/untrue/incomplete, this appointment may be withdrawn before you join services with us or your services may be terminated at any time after you have taken up employment with us.
- f) Your employment is contingent upon the Company's successful completion of your background checks and receipt of references that are satisfactory to the Company and you having the required immigration status permitting you to work in India. If any of these conditions are not satisfied, the Company reserves the right to terminate employment immediately without notice or payment in lieu of notice.

Kindly sign the duplicate copy of this letter in token of your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with **Integra Software Services Private Ltd.**

Yours Sincerely,

~~For~~ Integra Software Services Private Ltd.


Authorised Signatory

Acknowledgement

I (Bharath Kumar M) read understood and accept the above Terms and Conditions.

Signature:

Bharath Kumar M(Mean Stack Developer)

Date:

Annexure - A

Details of Emoluments of Mr.Bharath Kumar M

	Monthly	CTC/Year (Fixed)
Basic	13,692	
Dearness Allowance	1,900	
HRA	18,256	
Conveyance Allowance	1,600	
Special Allowance	10,192	
Gross Salary	45,640	
EPF	1,800	
Medical Insurance**	108	
Personal Accident **	12	
Gratuity*	750	
Exgratia #	583	
Performance Bonus***	2,000	
Total CTC	50,893	6,10,716

As per Company Policy

* Eligibility of the Gratuity & Bonus governed by Gratuity & Bonus Act as applicable to you.

** Medclaim Insurance for self will be covered for Rs.50000/-. Coverage period: 16 June'18 to 15 June'19, Refer Medclaim handbook

** You will be covered under PA Policy for Rupees 2 Lakhs only.

*** Performance Bonus will be paid on quarterly basis

For INTEGRA SOFTWARE SERVICES PVT.LTD.


Authorised Signatory