



Ref No: HTL/Mar19/Enabling Functions-Finance/93141 Test

September, 20 2019

Mr. Gowdham K
3/48 Thiruvalluvar Salai
Ramapuram
Chennai-89

Dear **Gowdham**,

We refer to your candidature and to our discussions. We are pleased to offer you an appointment in our organization. **Welcome onboard as a Hitechian!**

Your designation will be **Young Software Professional**. Your base location will be **Chennai** unless notified otherwise.

On joining, you are required to sign an undertaking of 2 years' service at Hinduja Tech

The details of the Compensation package offered to you are given in Annexure – A.

Your employment will be governed by terms and conditions (Annexure – B) and you will have to sign a Non-Compete, Non-Solicit & Non-Disclosure Agreement (Annexure-C).

The documentation necessary at the time of your joining is listed in Annexure – D.

We look forward to having you on-board on or before **“September, 20 2019”**

Please convey your acceptance of this offer within 7 days of receiving this offer. This offer will stand automatically withdrawn if we do not hear from you within those 7 days or your failure to report for joining on **“September, 20 2019”** as the case may be.

We welcome you to Hinduja Tech Limited and looking forward to a long and mutually beneficial association.

PS: By your acceptance of this letter, you acknowledge and abide by the terms including the commitments that have been discussed and agreed with you (either written or orally) during the selection process.

For **Hinduja Tech Limited**,

Peter Stephenson
Asst. Vice President - HR

Hinduja Tech Limited (Formerly Defiance Technology Limited)

Regd. and Corp. Office: SKCL "Triton Square", Unit No. C3- C7, TVK Industrial Estate, Guindy, Chennai, Tamil Nadu 600032, India

Phone: +91 44 3023 1000 **Fax:** +91 44 3023 1330 **Website:** www.hindujatech.com **Email:** info@hindujatech.com

CIN: U72400TN2009PLC072067



Annexure – A

Name :Gowdham K	Title : Young Software Professional
	Band : A
	Sub-band : AT2

Compensation Structure

Part - I

(All figures in Indian Rupees)

A. Fixed Compensation	Per Month	Per Annum	Remarks
Basic salary	7,598	91,172	30% of (A)
HRA	3,799	45,586	50% of Basic
Flexi Benefit Plan	12,129	1,45,549	
PF Employer Contribution *	1,800	21,600	12% of Basic
ESI (If Applicable)			
Total (A)	25,326	3,03,906	
B. Total Variable Compensation			
Variable Compensation/bonus (B)	3,039	36,469	12% of Fixed
C. Other Benefits			
Gratuity**		4,383	
Medical Insurance***		5,242	
Total '(C)		9,625	
CTC (A+B+C) (Fixed Pay + Variable Pay + Other Benefits)		3,50,000	

***Flexible Benefit Plan will cover following heads:**

- Conveyance Allowance
- Leave Travel Allowance
- Sodexo Coupons
- Special Allowance

****PF is deducted at 12% of basic or INR 1800, whichever is higher.**

*****Variable pay will be applicable as per company variable policy.**

Gratuity as per the provisions of Payment of Gratuity Act.

Group Medical Insurance & Group Life Insurance as per company policy.

Part- II

Variable Compensation Details

Variable Pay will be as per the compensation structure mentioned in the Annexure A. It aims at assessing and reviewing performance against stated goals and objectives. It will be paid as per guidelines and as per the company's published variable pay policy.

As per Company Policy, full time employees are eligible for this payment from the date of joining. The payment will be effective, subject to a minimum of one month's service in a quarter.

For **Hinduja Tech Limited**,

Peter Stephenson



Asst. Vice President - HR

I agree & accept the above terms

(Gowdham K)

Annexure –B

The following terms are essential conditions of the Contract of Employment and binding upon the employee.

Assignments / Transfers / Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training / deputation / secondment / transfer / assignments to sister companies, associate companies, 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.

You shall provide details regarding the utilization of your time by entering the same into the prescribed data recorders or Time Sheets (TS) 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 our TS.

Termination of Employment

Post confirmation of your appointment either party can terminate this employment by serving a notice of 90 days on the other. However, if approved by the Company, an employee may surrender leave to his / her credit or pay salary (Basic) in lieu of Notice period. Similarly, the Company may pay salary (Basic) in lieu of Notice period, if required.

In case of employees who are governed by service agreements for serving a minimum stipulated period, the employee can exercise option under the above clause only on their completion of the stipulated service period agreed to and provided therein.

Unauthorized absence or absence without permission from duty for a continuous period of 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.

You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

Reference check will be made from your previous employers. In case there is any adverse report against you which 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 and concealment of the facts.

Authenticity 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.

Restraints

Access to Information

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

Authorizations

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

Unauthorized Software

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

Security

You will at all times conform to the Security regulations prescribed at your place of work (including worksite at clients' location) for security of personnel, data security, and assets.

Overseas Service Agreement

As the Company will be spending substantial amount of time and money for your deputation / secondment abroad, you will be required to sign a deputation agreement with the Company and also execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (a) your commitment to complete the project (b) your returning to India after completion of the project and serving the Company for a stipulated period).

Intellectual Property Rights

All intellectual property right Techs, including but not limited to, Patents, Copy right, Designs, Trademarks and Semiconductor chips developed 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.

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 Chennai only.

Retirement

You shall automatically retire from the services of the Company at the age of 58 years and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

Antecedent verification

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 us to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend co-operation (if asked for) during such verification without any protest or demur. **If there is a discrepancy in any of the information submitted by you (which formed the basis for this offer) or in the copies of the documents / certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer at any time during service.**

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 service matters, including those not specifically covered here such as Travel, 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. The employer will not be liable for any of the incidents occurring due to employee's personal acts.

This is to certify that I have gone through and understood all the terms and conditions as stated in Annexure B and other applicable Annexures which are integral part of this Offer Letter and I hereby accept and agree to abide by the same.

Name in full: Gowdham

Signature:

Address: 3/48 Thiruvalluvar Salai, Ramapuram, Chennai-89

Date:

Annexure C

Non-Compete, Non-Solicit & Non-Disclosure Agreement

This Employee Non-Compete & Non-Disclosure Agreement (the Agreement) is made effective as of _____ by and between Hinduja Tech Limited, incorporated under the laws of India, having its office at Triton Square, C3 - C7, Tiruvika Industrial Estate, Guindy, Chennai Tamil Nadu-600032 India (hereinafter referred to as the Employer)

And

Mr. Gowdham S/O/D/O Title. _____, aged about ____ years and residing at **3/48 Thiruvalluvar Salai, Ramapuram, Chennai-89.** (hereinafter referred to as the Employee)

The Employer and Employee collectively referred to as the Parties.

NOW THE AGREEMENT WITNESSETH AND THE PARTIES HERETO ADHERE AS FOLLOWS:

1. Equitable Release

- a. The Employee acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Hinduja Tech Limited (Hinduja Tech), that Hinduja Tech would not have entered into this employment relationship in the absence of such restrictions, and that any violation of any provision of this Agreement will result in irreparable injury to Hinduja Tech.
- b. The Employee agrees that Hinduja Tech shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Agreement, which rights shall be in addition to any other right or remedies to which Hinduja Tech may be entitled. In the event that any of the provisions of this Agreement should be adjudicated to exceed the time, geographic, product or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or other limitations permitted by applicable law.
- c. **Conflicting Employment:** The employee agrees that during the time of his employment with the Employer, he/she will not accept nor will he/she engage in employment, consulting or other business activities directly relating to the business of the Employer.
- d. During the term of the Employee's employment with Hinduja Tech, and for a period of one (1) year thereafter, the Employee agrees that he will not:
 - i. Directly or indirectly, own, engage, participate, or be employed in any capacity related or similar to, or requiring knowledge of Confidential Information obtained from, Employee's employment with Hinduja Tech;
 - ii. Solicit HINDUJA TECH LTD's customers or divert to any Competing Business any individual or entity which is a customer of Hinduja Tech or was a customer at any time during the preceding 12 months; or
 - iii. Employee will not induce, recruit or solicit any of the Employer's current or employees who have resigned in past 12 months or enter into another employment agreement with a competitor to the Employer.
 - iv. Work directly or indirectly either as an employee or as a consultant or through any vendor or in any other way for hire or reward with customer of HINDUJA TECH LTD without an explicit approval from HINDUJA TECH LTD conveyed by means of a "No Objection" letter addressed to HINDUJA TECH LTD's customer.

- e. The term “Competing Business” as used in this Agreement shall mean any business or enterprise which develops, designs or engaged in engineering design services (including any other related software services), markets or sells products or services which are competitive with or similar to products developed, manufactured, marketed or sold by Hinduja Tech, or provides services which are competitive with or similar to services provided by Hinduja Tech, in any geographic market in which Hinduja Tech actually develops, manufactures, markets or sells competitive or similar products or services, including, in each case, any product or service Hinduja Tech has under development and which is the subject of active planning at any time during the term of the Employee’s employment.
- f. Provisions of this section shall not prevent the Employee from acquiring or holding publicly-traded stock or other publicly-traded securities of a business.
- g. For purposes of this Agreement engaging in any business substantially similar to, or in competition with the business of Employer shall mean (i) engaging in a business as an owner, partner or agent (ii) taking employment with a third party engaged in such business either as an employee, contractor or consultant or (iii) soliciting customers for the benefit of third party engaged in such business.

2. Records of Inventions.

The Employee will keep complete and current records of all Inventions which he makes during the time period during which he is employed with Hinduja Tech, and promptly disclose all such Inventions, in writing, to Hinduja Tech. The Employee will submit any such disclosures to the extent Hinduja Tech may request.

3. Inventions

- a. All inventions, discoveries, improvements, innovations, and trade secrets (hereinafter collectively referred to as “Inventions”), which are or have been made, conceived, developed or reduced to practice by the Employee, individually or jointly with others, during the period of the Employee’s employment with Hinduja Tech, and within one (1) year thereafter, and which relate to, result from, or arise in any way out of any work done for Hinduja Tech, or any information or assistance provided in any way by Hinduja Tech, are and shall forthwith become the sole and exclusive property of Hinduja Tech, whether or not patented or patentable.
- b. The Employee hereby agrees and assigns any and all rights or interest he may have or acquire in the Inventions as well as rights or benefits resulting therefrom to Hinduja Tech without further compensation. The Employee further agrees to sign, execute, make or do any and all such deeds or other things which Hinduja Tech shall require:
 - (i). To apply for, obtain or vest in the name of Hinduja Tech (unless Hinduja Tech shall direct otherwise) letters, patents, copyrights or other analogous protection, and
 - (ii). To defend any opposition proceedings in respect to such protection.

4. Pre-employment Inventions.

The Employee will completely identify (without disclosing any trade secret or other confidential information) every Invention made before his employment with Hinduja Tech, in which he has an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time of this Agreement.

5. Disclosure of Inventions after Termination.

The Employee will promptly and completely disclose in writing to Hinduja Tech Legal Department all Inventions which he may make during his employment with Hinduja Tech, and for a period of one (1) year immediately following the end of his employment by Hinduja Tech, which relate to his prior work assignment at Hinduja Tech or to any Confidential Information of Hinduja Tech, for the purpose of determining Hinduja Tech right in each such Invention. The Employee will not file any patent application relating to any such Invention during this period without the prior written consent of Hinduja Tech Legal Department. The

Employee acknowledges that, if he is unable to prove that he made the Invention entirely after leaving Hinduja Tech employment, the Invention is presumed to have been made during the period of time during which he was employed with Hinduja Tech. The Employee acknowledges that the conditions of this paragraph are no greater than is necessary for protecting Hinduja Tech interests in its Confidential Information to which it is rightfully entitled.

6. Confidential Information from Previous Employment.

The Employee certifies that he has not, and will not disclose or use during his employment with Hinduja Tech, any Confidential Information which he has acquired as a result of any previous employment or any contractual obligation of confidentiality before his employment by Hinduja Tech.

7. Prior Restrictive Obligations.

The Employee will completely identify all prior obligations (written and/or oral) such as confidentiality agreements or covenants restricting future employment, which the Employee may have entered into and which may restrict his ability to perform the duties of his employment with Hinduja Tech. The employee hereby confirms that he will abide by such restrictive obligations of any such agreement or covenants for such period as agreed with the previous employer.

8. Notice to Future Employers.

For a period of one (1) year immediately following the end of Employee's employment with Hinduja Tech, the Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide the employer with a copy of this Agreement.

9. Conflicts of Interest.

The Employee certifies that, during the term of his employment with Hinduja Tech, he will not engage in outside employment or other activities which could give rise to a conflict or interest diminish the effectiveness of his performance or reflect adversely on Hinduja Tech. This specifically includes, without limitation:

- (i). Outside employment including self-employment, which may interfere with the performance of his duties as a Hinduja Tech employee.
- (ii). Other employment or activities in the course of which the Employee would use, or might be tempted or induced to use, Hinduja Tech property or information in other than Hinduja Tech own interest.
- (iii). Simultaneous alternate employment in a line of business that is in conflict or competition, in whole or in part, with Hinduja Tech line of business.
- (iv). Engaging in any outside activity which is a violation of the Hinduja Tech Business Conduct Policy, and might reflect adversely upon Hinduja Tech.
- (v). Requests from customers or potential customers for services outside the usual scope of the Employee's employment; for example, the appraisal of used equipment. Such requests will be honored only upon written approval, in advance, by Hinduja Tech.
- (vi). Accepting any remuneration or accepting entertainment or gifts of more than nominal value from a supplier, customer or competitor.

10. Third Party Beneficiaries and Assignment of Rights.

The Employee agrees that the obligations recited herein will automatically extend to Hinduja Tech successors and assigns. The obligations also extend to any subsidiary, affiliate or parent of Hinduja Tech whose confidential and/or proprietary information the Employee may have or may have had access to during his employment with Hinduja Tech.

11. Not a Contract of Employment.

The Employee understands that this Agreement does not constitute or create a contract or commitment for the employment of the Employee with Hinduja Tech for any fixed term. The Employee acknowledges that his employment with Hinduja Tech may be terminated by either Hinduja Tech or by the Employee at any time for any reason or no reason and with or without cause, except as may otherwise be required by law.

12. Confidential Information.

Employee acknowledges that, by reason of Employee's employment by Hinduja Tech, the Employee will have access to confidential information of Hinduja Tech, including, without limitation, information and knowledge pertaining to products, inventions, discoveries, improvements, innovations, engineering designs, software, ideas, trade secrets, proprietary information, manufacturing, plant and process design, packaging, advertising, distribution and sales methods and plans, sales and profit figures, and customer and client lists between Hinduja Tech and dealers, distributors, sales representatives, wholesalers, customers, clients, suppliers and others who have business dealings with them (hereinafter collectively referred to as "Confidential Information"). The Employee acknowledges that such Confidential Information is a valuable and unique asset of Hinduja Tech and covenants that, both during and after his employment with Hinduja Tech, he will not disclose any Confidential Information to any person (except as the Employee's duties may require) without the prior written authorization of Hinduja Tech. The obligation of confidentiality imposed by this Agreement shall not apply to information that becomes generally known to the public through no act of the Employee in breach of this Agreement.

The Employee acknowledges that all documents, files and other materials received from Hinduja Tech or any employee of Hinduja Tech during the term of his employment (with the exception of documents relating to the Employee's compensation or benefits to which the Employee is entitled) are for use of the Employee solely in discharging his duties and responsibilities hereunder and that the Employee has no claim or right to the continued use or possession of such documents, files or other materials following termination of the Employee's employment with Hinduja Tech. The Employee agrees that, upon termination of employment, he will not retain any such documents, files or other materials and will promptly return to Hinduja Tech any documents, files or other materials in his possession or custody.

13. Binding Effect

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14. Miscellaneous

If a court of competent jurisdiction determines that any portion of this Agreement is illegal, invalid or unenforceable, then that portion shall not affect the legality, validity or enforceability of the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.

This Agreement binds the Employee's heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Hinduja Tech and its successors and assigns.

15. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provisions of this Agreement.

16. Severability

In any part and parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable y any court of competent jurisdiction and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Employee and Employer. All changes in policy will be communicated by the company from time to time which needs to be abided by the employee.

18. Governing Law

This Agreement shall be governed by and construed / enforced in accordance with the laws of India and the Parties subject themselves only to the jurisdiction of courts in Chennai, Tamil Nadu, and India.

I HEREBY REPRESENT AND WARRANT that I am of full age and have every right to contract in my own name in the above regard. I stale further that I have read the terms of the foregoing Agreement, I have been given an opportunity to ask questions concerning its content, and have been given the opportunity to discuss its content with my counsel prior to its execution.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

For **Hinduja Tech Limited.**,

Peter Stephenson
Asst. Vice President - HR

Employee

Witness: (1)

(2)

Annexure – D

At the time of joining, you are requested to bring the following documents in original, along with one copy each.

- Certificates supporting your educational qualifications along with mark sheets :
 - Std X Certificate and mark sheet
 - Std XII Certificate and mark sheet
 - Degree Certificate and Semester-wise / Year-wise mark sheets
 - Master's Degree Certificate and Semester-wise / Year-wise mark sheets
 - Diploma / PG Diploma Certificate and Transcripts
 - Any other Certificates with supporting documents, if any
- Your latest salary slip / Salary Certificate
- Your relieving letter / Service Certificate from the last three employers
- Acknowledged copy of our offer of appointment
- Cancelled cheque leaf of your Bank account
- Form 16 or Taxable Income Statement duly certified by the previous employer (statement showing deductions and Taxable Income with break-up)
- 4 passport sized colour photographs with white background
- Valid pages of the Passport
- Valid government ID proof for your current / permanent address.
- Adhar Card
- PAN Card - You must carry and provide your PAN card copy. Please note that it is mandatory to provide PAN Card (as submitted by the Income Tax Department) for processing of your Payroll. No payment on account of Salary will be made without this.

Please bring all the Certificates supporting your educational qualifications along with mark sheets in original for verification only.