

Date: 17th May 2024

Dear Deepak Kumar,

Offer of employment by **Aequalis Software Solutions Pvt. Ltd.**

The following offer sets out the terms and conditions of your employment with the Company. Unless stated otherwise, these terms and conditions of employment create contractual obligations between you and the company. You are requested to acknowledge the offer within 2 days from the date received.

1. Job Title

You will be employed by the Company as a **Senior Java Developer**. In this role you will report to the person to whom you are assigned by the Management. The Company reserves the right to change the person you will report to or your reporting lines generally, at any time during your Employment.

2. Date of commencement of Employment and Location

2.1 Your employment will commence on or before **15th July 2024**

2.2 If you do not join by **15th July 2024**, this offer stands withdrawn unless the Date of Joining is extended and communicated to you in writing.

2.3 Your place of work will be at Company's premises at Chennai. The Company may, at its sole discretion, second, depute, assign, and/or transfer your services to any other locations in India or Overseas or to any third parties, whether existing or established subsequently.

3. Probation Period

You will be on probation for 90 days and the period of probation can be extended at the discretion of the management. Unsatisfactory performance during probation period can lead to discontinuance of service. After successful completion of the probation period, your services will be confirmed in writing.


4. Compensation

During the period of probation your compensation will be as detailed in the ANNEXURE-1, enclosed. The Company reserves the right to deduct any monies due from you to the Company at any time from your remuneration to the maximum extent permitted by the law. The Company will make all statutory deductions including tax and insurance etc. from your remuneration as required by the law. Any tax payable upon any remuneration arising from your employment is for your account.

5. Hours of Work and Paid Holidays

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

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You will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

6. Leave

In addition to any designated public holidays, your annual leave entitlement is twelve (12) working days per calendar year. In addition, you are entitled to 12 days Casual Leave, and 12 days of Earned Leave. As the leave year commences on 1st January your prorated entitlement for this year will be prorated based on your date of joining. Any leave entitlement must be taken in accordance with Company Policy.

7. Medical Benefits

You will be eligible for medical benefits in accordance with the Company's scheme for your grade. Conditions apply.

8. Unauthorized Absence from Work

Your unauthorized absence from work for a continuous period of more than three (3) days will be treated as absconding from duty, and in the event of your not reporting for work within ten (10) days from the date of absence, the same would be treated as "voluntary abandonment of service" and it shall be deemed that you are no longer interested in the employment. This will be considered as breach of contract, and the company may take action accordingly.

9. Suspension

The company reserves the right at any time during your employment to exclude you from the premises of the Company and require you not to attend work and/or not to undertake any or all of your duties, with or without pay, in accordance with applicable law ("Suspension Period")

During the suspension period, you continue to be an employee and shall remain readily contactable by the Company and, if so requested, you shall report for work at such time and place as the Company may require. Your obligations as an employee, including your duties of fidelity and confidentiality will continue through the Suspension Period.

10. Exit Policy and Terms and Conditions:

- You will be required to serve the notice period of at least 90 days from the date of resignation
- In case the employee leaves the organization before serving the notice period then the employee has to pay the company an amount equivalent to the salary for the unserved notice period.

- During the notice period, you will need to conduct a smooth handover of the current roles and responsibilities. The company reserves the right to extend the notice period if the employee goes on leave notice period.
- You are required to submit the company's assets to the respective departments, clear dues and submit no dues certificate to the HR department before leaving the organization for further process of his/her leaving/experience certificate & full and final settlement.
- If in case of any damage in the assets submitted by the employee, charges rendered to fix the damage caused to the assets will be deducted from the employee's full and final settlement


11. Confidentiality and Know-how

- a) All confidential information, trade secrets, confidential programming, system development processes, information pertaining to the design, development and manufacturing of licensed product and data of any kind whatsoever coming into existence, or acquired or used by the company or by you or by any employee or agent thereof during tenure with the company shall be treated as confidential by you and shall not disclose the same except with the express permission of the Company.
- b) Copyright of all designs, drawings, plans and documentation pertaining to products sold, manufactured or otherwise dealt by the Company shall at all times be the property of the Company.
- c) All discoveries, inventions, ideas that you may conceive during your tenure with the company, shall be the sole and exclusive property of the Company

12. Intellectual Property Rights and Moral Rights

- Presently assign to the Company all existing and future Intellectual Property Rights:
- Acknowledge that by virtue of this clause all such existing intellectual Property Rights are vested in the Company and, on their creation, all such future intellectual Property Rights will vest in the Company;
- Acknowledge that you may have moral rights in respect of intellectual Property Rights;
- In so far as you are able, waive your Moral Rights in respect of the intellectual Property Rights
- Voluntarily and unconditionally consent to all or any acts or omissions by the Company, or persons authorized by the company, which would otherwise infringe your moral Rights in respect of any intellectual Property Rights:
- Agree to disclose to the Company everything in which intellectual Property Rights may subsist; and
- Agree to do all things reasonably requested by the Company to enable the Company to exploit and further assure the rights assigned, and consents given, under this clause
- The obligations on you in this clause continue to apply to you following the termination of your employment for whatever reason.

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For the purposes of this clause:

- a) Intellectual Property Rights means all intellectual Property Rights including:
- Patents, copyright, registered designs, trademarks and the rights to have confidential information kept confidential; and
 - any application or right to apply for registration of any of those rights, created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including intellectual Property Rights created before this contract is signed; using, to any extent, the Group's property, computer systems or resources or confidential information; and/or outside working hours or outside the workplace; and
- b) Moral Rights means the following rights in respect of any intellectual Property Rights:
- The right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
 - The right of attribution of authorship of a work; and
 - The right not to have authorship of a work falsely attributed, and any other similar right capable of protection under the laws of any relevant jurisdiction.

13. Others Terms and Conditions

- During the period of your training with the Company or for a period of twenty-four months after leaving the Company, you shall not either singly or jointly with any other person, firm or Company solicit, interfere with, or endeavor to entice away other employees of the Company.
- You shall not during a period of twenty four months immediately preceding from the date of leaving the company, directly carry on with or be concerned with or interested in carrying on with or be employed by any client of Company, with whom you have had professional involvement during your tenure with the Company.
- You shall at no time of your service with the company, discuss your compensation with any company employees or with other companies or Organizations. You can discuss your compensation only with Human Resources Development or with any of the Board of Directors. Management will also maintain the confidentiality of your compensation.
- Your address as indicated in your application shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have served upon you.
- In case there is any change in your residential address, you will intimate the same in writing to the Company within three (3) days of such change and get the changes recorded.
- Company has all the rights to revoke the Offer before your date of joining.
- You will be governed by all rules, regulations and policies of the company.
- You are to devote your full time, attention, and ability to the interest of the Company.
- You are not to interest yourself in any business or do any trading on your own account.
- You hereby agree that for the period of deputation at an onsite location, you will abide by the laws of the country of your deputation and for the duration of assignment in India, you will comply with the terms and conditions of your appointment letter.

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15 Data Protection Policy

You acknowledge and agree that by signing this contract you give your informed consent to the collection, holding, handling, processing, retention and transfer of any of your personal data for any purpose directly and indirectly relating to your employment or the administration of your employment or any benefit relating to your employment. You also consent to the transfer of your personal data by the Company to any other party who may be assisting in any aspect of administration or other matters relating to your employment.

16 Pre-Employment Verification

The company reserves the right to verify your documents and background through internal or external agencies. These may include your current/previous employment history, educational/ professional credentials, criminal records check and other background checks. If any discrepancy with regard to documentation is discovered after you have joined the Company, you are liable to be terminated, apart from legal action being initiated against you.

17 Passport

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and intimate the same to HR within three months of joining.

18 Termination of Service

During the Probation period, your services can be terminated by one month's notice on either side or salary in lieu thereof. On confirmation, notice period for severance will be two months on either side or salary in lieu thereof. Salary for the purpose of this clause means basic salary. However, the decision to release you earlier than two months would be solely at the discretion of the management.

If any information provided by you is found to be incorrect or misrepresentation of any facts, then your employment stands canceled with immediate effect.


- The Company may elect to terminate your employment summarily (i.e. without notice or wages in lieu) in the following circumstances:-

(a) If you, in relation your employment:

- i. Willfully disobey a lawful and reasonable order;
- ii. Engage in misconduct including conduct being inconsistent with the due and faithful discharge of your duties;
- iii. Are guilty of fraud or dishonesty; or
- iv. Are habitually neglectful in your duties; or

(b) On any other ground on which the Company would be entitled to terminate your employment without notice.

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- Confidentiality Clauses mentioned in Clause 10 and Intellectual Property Rights and Moral Rights obligations on you as per Clause 11, survive termination of your employment, for whatsoever reason.

19 Acceptance of Appointment Letter

You shall intimate your acceptance of this letter within Two (2) days, failing which the letter of appointment will be withdrawn and canceled automatically without any further communication in this regard.

At the time of joining, please produce the following documents;

- I. Proof of qualifications
 - (a) Copy of the 10th mark sheet
 - (b) Copy of the 12th mark sheet / Diploma mark sheet
 - (c) Copy of the Degree mark sheets
 - (d) Copy of the Provisional & Convocation certificates
- II. Experience Letter (if any)
 - (a) Previous relieving letters
 - (b) Previous service certificates
- III. Proof of last drawn salary (Pay slips for last three months)
- IV. 5 No Passport size photo copy
- V. Copy of Passport
- VI. Identity Proof (PAN Card) and Address Proof (Aadhar Card) copies.
- VIII. Last three months bank statement.

****For verification purposes, all the original documents should be brought on the date of joining.**

We look forward to having you as part of our team and to a mutually beneficial association.

Regards


For Aequalis Software Solutions Pvt. Ltd.



Anandan Pandurangan
Chief Executive Office



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ANNEXURE-1

FIXED SALARY		
Name: Mr. Deepak Kumar		
Position: Senior Java Developer		Department: Software Department
Items	Monthly Amount	Annual Amount
Basic	59460	713520
HRA	39640	475680
Conveyance	39640	475680
Medical Allowance	39640	475680
Other Allowance	19820	237840
Gross Salary	198200	2378400
Provident Fund	1800	21600
TDS as per tax slab	0	0
Professional Tax	208	2500
Total Salary	196192	2354300
Total CTC		2400000

***In addition to your CTC, you will receive a variable pay of 10% based on your performance, up to a maximum of 2 lakh.*

I understand, and agree to, the terms and conditions of this appointment letter.

▪ *Deepak Kumar*
Deepak Kumar

▪ 17/05/2024
Date

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