

August 07, 2023

Mr. Sathya Narayanan Sudhakar

B 6 Sathyanand Nikethan, Shiva Nagar, Kalapatti,
Coimbatore, Tamil Nadu – 641048

Sub: Employment at Qentelli










Dear Sathya Narayanan,

CONGRATULATIONS! Further to your application and subsequent discussions with us, we are pleased to extend our offer of employment to you as a **Associate Architect - Delivery** under **Band C2** with Qentelli Solutions Private Limited.

Your Annual Compensation will be **Rs.26,00,000/- (Rupees Twenty Six Lakhs Only)** and the details of compensation breakdown is given in **Annexure – I**. Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarifications. Your expected start date is on or before **August 08, 2023**.

Please acknowledge a copy of this letter as a token of acceptance within 2 hours from the date of receipt of this communication failing which the appointment letter stands withdrawn.

At the time of joining, it is mandatory for you to submit the documents mentioned below:

-  Copy of Aadhar Card
-  Copy of Educational Certificates
-  Service /Relieving letter from the existing employer
-  Last drawn Pay slip
-  PAN Number and copy of PAN Card
-  Form 16 from the existing employer
-  Address Proof
-  UAN # from previous PF account
-  One passport photograph

Sathya Narayanan, we welcome you on board and we look forward to a fulfilling career for you and a long and mutually beneficial relationship. Please acknowledge your acceptance of this offer via email.

Yours sincerely,

Qentelli Solutions Pvt Ltd.,



Rashi Srivastava

Chief Digital Officer

Qentelli Solutions Private Limited

Salarpuria Knowledge City, OCTAVE, 4th floor Unit 2BPhase IV, SyNo. 83/1, Plot No 2, Ranga Reddy District Hyderabad-500081

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ANNEXURE – I

Name : Sathya Narayanan Sudhakar

Designation : Associate Architect - Delivery

Band : C2

Salary Components		Yearly
Fixed Components	Details	Amount
Basic		12,40,779
House Rent Allowance (HRA)*		4,96,312
Special Allowance		2,41,912
Total of Fixed Component		19,79,003
Flexi Benefit*	(Max 20% of CTC)	5,02,555
Gross Salary Cost	A	24,81,558
ESIC - (Employer's Contribution)		-
Provident Fund (Employer's Contribution)		23,400
Statutory Contribution	B	23,400
Insurance Benefit	C	7,816
Cost To Company	D=A+B+C	25,12,774
Leave Benefit*		27,573
Gratuity		59,653
Other Benefits	E	87,226
Cost To Company+ Benefits	F=D+E	26,00,000
Professional Tax		2,400

* Flexi Benefit

Refer to the Flexi Benefit options in the below annexure

** Income Tax

Actual Income tax will be deducted from take home salary

*** Net Take Home

Net take home will be after statutory deduction, Income tax deduction and any other deduction as applicable

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Benefits:

- **Group Term Life Insurance Policy:** This is a company paid benefit which provides group term life coverage to all full-time employees of Qentelli Solutions Pvt Ltd effective 01st Aug 2022. The benefit basis for life coverage is three times of your CTC.
- **Gratuity:** Additionally, you shall be eligible for gratuity as per the gratuity act, subject to 5 years of continuous employment with the organization.
- **Leave Benefit* :** In case an employee is unable to utilize their earned leaves during the year then the Organization provides the benefit to encash upto 8 un-utilized earned leaves at the end of the calendar year.

You may select from the following menu of flexible benefit components not to exceed total amount of Flexible benefit mentioned above. The flexible benefit is optional and you can choose the option based on the grid and your assigned band.

Flexible Benefits		
Particulars	Amount	Details
Children Education allowance	Rs 2400/- PA	Rs 100 per month per child for maximum of two children
Children hostel allowance	Rs 7200/- PA	Rs 300 per month per child for maximum of two children
Leave Travel Allowance	Rs 1,00,000/- PA	Amount to be spent as per Leave Travel Policy
Food Coupons	Rs 26400/- PA	Rs 2,200/- per month food coupon
Gift coupons	Rs 4999/-PA	Rs 416/- per month
Reimbursement of Telephone and Internet expenses	Rs 1500/- PM	Amount to be spent as per communication reimbursement policy *
Professional Development Allowance	Rs 20,000/- PA	Amount to be spent as per Professional Development Policy *
Vehicle Expense Reimbursement (car owned by Employee)	Rs 10,000/- PM	Amount to be spent as per Vehicle reimbursement policy
NPS (Employer Contribution)	Max 10% of Basic	10% of monthly basic salary

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Terms of Employment

1. Qentelli is a technology company providing IT Quality Assurance, Quality Engineering, Products and Services for Fortune 5000 companies.
2. **Mr. Sathya Narayanan Sudhakar**, (Referred to as the EMPLOYEE going forward) has the relevant education, experience, which would be leveraged by Qentelli.
3. Qentelli agrees to employ **Mr. Sathya Narayanan Sudhakar**, in the position of **“Associate Architect - Delivery”**, for extending his/her services various products and solutions developed by the company.
4. The EMPLOYEE’s job role in the organization involves Innovation, Engineering, Technical Management/ Oversight and Product delivery for the various products, professional services, engineering requirements as well as getting involved with key decision making for the company’s growth as and when required. The EMPLOYEE agrees to serve Qentelli in good faith in his/her best effort and capacity to perform such other specific jobs as may be entrusted by the Leadership.
5. Income Tax and Other Statutory deductions will be as per the Rules and Regulations of the Income Tax Act and Other Applicable Acts. By 5th of every month, the salaries are paid. In case the date falls on a weekend or public holiday, the salary is paid on the following working day.
6. Unless Qentelli otherwise consents in its sole discretion in writing, the EMPLOYEE agrees to devote his/her whole time and attention exclusively to promote the interest of the Organization.
7. The EMPLOYEE agrees and represents that he / she is not subject to any existing contract, which would affect or impede the employee’s ability to perform in accordance with the terms of this agreement.
8. Qentelli has acquired, developed and will continue to acquire and develop systems, procedures, business and financial data, information on customers and other information, (herein after referred to as Proprietary Information / Intellectual Property).
9. Proprietary Information is confidential, important and unique to Qentelli’s business. The EMPLOYEE acknowledges that the Proprietary Information represents the trade secret of Qentelli and will not share with external parties and refrain from communicating or divulging any of the Proprietary Information to any person, firm or corporation during term of the employment and for a period of 2 years following the closure of this agreement for reason of any kind.
10. The EMPLOYEE recognizes that it is essential to maintain confidentiality and that certain restrictions may be imposed on the EMPLOYEE during the course of the employment and for a reasonable time period thereafter. Information pertaining to Qentelli’s operations and intellectual property is confidential and the EMPLOYEE is bound by more specific non-disclosure agreements on sensitive issues based on business requirements. You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and Qentelli shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
11. The EMPLOYEE agrees to maintain confidentiality on the Proprietary Information and agrees to refrain from communicating or divulging any of the Proprietary Information to any person, firm or corporation during term of the employment and for a period of 2 years following the termination of this Agreement for any reason whatsoever.

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12. The EMPLOYEE agrees for background verification as per the company policy and agrees to provide required information to Qentelli.
13. Your appointment and continued employment at Qentelli is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
14. The probation period for all the new hires in the organization is 3 months. Based on the performance/client feedback during probation period, either the probation will be confirmed, or will be extended for a month's time. In the probation period, either of the parties can give one-month notice and close the employment. However, this is at discretion of the company to take a final decision based on the business need.
15. Based on manager's feedback, the probation status (confirmation or extension) of the new hire is updated in the HRMS portal. The employee would receive a confirmation from Team HR/HRMS Portal on probation extension/completion.
16. Qentelli reserves all the rights to close the employment by giving two months' notice in writing or payment of two months' salary if the organization does not have any relevant opportunities for the employee based on their skillset. If the employee is not able to meet the expectations set by the organization, the employment will be closed by giving a notice of 1 month on performance grounds.
17. The employment can be closed by the employee by giving reasons and 2 months' notice, upon probation completion, without exception. Qentelli may choose to at its discretion to waive the notice period, but the notice period cannot be below one month under any circumstances. In case the employee would like to leave the organization before the completion of the notice period, the employee will have to buy-out the shortfall days. However, it is at the discretion of the company to take a final call on any such request from the employee.
18. The EMPLOYEE will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
19. Upon the resignation or retirement from Qentelli or closure of services, the EMPLOYEE is required to return all assets and properties of Qentelli which were provided to the employee during their tenure such as documents, machines, data, files and books etc. (including but not limited to leased properties).
20. The EMPLOYEE will not be eligible for compensation and benefits if he/she serves the company less than 20 working days.
21. The EMPLOYEE covenants and agrees that for a period of 3 years, following the termination of the employment for any reason whatsoever, the EMPLOYEE shall not directly or indirectly do any of the following.
 - i. Solicit or accept any business from a person, firm or corporation that is a customer of Qentelli during the time the EMPLOYEE was employed.
 - ii. Solicit or accept any business from any person, firm or corporation that is prospective customer of Qentelli with whom the EMPLOYEE has any dealings on Qentelli's behalf during their term of employment.

22. The EMPLOYEE is entitled to avail leave facilities as per the Company Leave Rules and regulations as shown below.
- i. An employee is eligible for a total 21 days of privilege leaves in a calendar year, subjective to approval from the reporting Manager.
 - ii. The privileged leaves are not categorized in to sick/casual, giving more flexibility to avail leaves based on the need.
 - iii. Employees joining Qentelli on or before 15th of the month are entitled for one day leave credit for the month. If an employee joins after 15th of the month, he/ she will not get leave credit for that month.
 - iv. Employees with less than 1-year service, leave can be accrued on a pro-rata basis for the service rendered
 - v. If the employee wants to avail long leave, he/she will have to take the consent in writing from the reporting manager.
 - vi. Maternity Leave: Maternity leave will be available to all women employees of the Company subject to the eligibility criteria and other provisions of the Maternity Benefit Amendment Act, 2017. Maternity leave with pay is available to all women employees, for a maximum period of 26 weeks (for the first 2 children) out of which not more than 8 weeks should precede the date of expected delivery. In other words, the leave can be utilized in two phases, namely, a period not exceeding 8 weeks before the expected date of delivery and the remaining period from the date of the delivery.
 - vii. Paternity Leave: Employee will be eligible for Paternity Leave of 5 working days during expected or actual delivery /adoption of the baby.
 - viii. In case of emergencies, we request the employee to notify their respective reporting manager before start of their shift, which will help to plan the deliverable.
 - ix. When an employee informs the reporting Manager about his/her absence at least 4 hours before the shift starts, it is termed as Last-Minute Leave (LML). More than 1 LML is termed as an Unauthorized Absence. LML more than 2 times in a month or more than 5 times in a quarter will lead to disciplinary action, which may include termination of employment.
 - x. We like to stay planned. Leave for 1 day should be informed at least 24 hours in advance. Leave in excess of 3 days should be informed at least 1 week in advance.
 - xi. When an individual has no leave balance (has exhausted all his leaves) but is still in need of a leave, the request is treated as Leave without Pay. This is reviewed on a case-to-case basis and depends on the exigency (Emergency within the Family, Personal Emergency).
 - xii. Leaves Carry forward: If leaves accrued during a year are not fully availed within the year, upto 15 days of un-availed leave can be carried forward. At the beginning of the calendar year, your opening balance will not exceed 15 days.
23. The EMPLOYEE shall undertake to work initially at the Hyderabad office. Qentelli may at its discretion transfer the EMPLOYEE to any of its offices abroad. In case of such transfer, there shall be additional compensation as per the Rules and Regulations of the Company; If the Employee is not willing to take the transfer a reasonable effort will be made to accommodate into another project, failing which the employee will be on a 2-month notice period to terminate employment.
24. The EMPLOYEE hereby declares that he/she will notify Qentelli in the event that he/she is arrested or charged with a crime.

25. Qentelli shall reimburse all the expenses incurred by the EMPLOYEE for travel and other business-related expenses necessary to carry out the EMPLOYEE's duties under this agreement, upon submitting relevant bills and vouchers. A Perdiem of \$ 40 per day of international travel is allocated. This is subject to change.
26. Any change in the addresses of Qentelli and/or the employee, both the parties should ensure to inform the new address to the counter party within a period of 7 days of change.
27. This agreement shall come into force from the date of the EMPLOYEE joining the employment, hereinafter to be referred to as 'Date of Employment'.

Yours sincerely,
Qentelli Solutions Pvt Ltd.,



Hemanth Mundra
Senior Director - HR

I agree that I have read, understand, and accept employment with Qentelli under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this employment letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and Qentelli's acknowledgment of the same and the affixing of a signature by the Qentelli representative shall be adequate to constitute a valid contract of employment between Qentelli Solutions Pvt. Ltd. and me.

(Please sign below to confirm that you agree with the terms and conditions stated in this offer).



Signature

Qentelli Solutions Private Limited

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Employee Non-Disclosure Agreement (NDA)

In consideration of my employment with **Qentelli Solutions Private Limited**, hereafter referred as company (Qentelli), and of the salary paid to me in connection with such employment, and for other good and valuable considerations, I agree as follows:

A. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. I recognize that during my employment I will receive, develop, and be exposed to or otherwise acquire information, which is of secret or confidential nature. Except as authorized in writing by the Company I will not disclose, or use directly, or indirectly, during or after my employment with the company, any information of the company I obtain during the course of my employment relating to inventions, products, product specifications, processes, procedures, products, prices, development costs, business affairs, financial data, future plans, idea, technical data, customer/clients lists, or other information which is of a secret or confidential nature.
2. I will communicate to the Company promptly and fully all discoveries, improvements, and inventions made or conceived by me (either solely or jointly with others) during my employment and for one year thereafter which are along the lines of actual or anticipated business, work investigations of the company or which from or are suggested by any work I may do for the company.
3. I agree that the above-referenced confidential or proprietary information, and the above-referenced projects/products/process, technology, documentation, development, improvements, and inventions will become the property of the company unless written the company there of gives release.
4. I will, during and after my employment, without charge to the company, but at its request and expense, assist the Company and its nominees in every proper way to obtain and vest in it or them title to patents on the above-referenced projects/products/process, technology, documentation, development, improvements, and inventions in all countries by executing all necessary or desirable documents, including applications for patents and assignments thereof.
5. I agree that during the course of my work for Qentelli or at any time thereafter:
 - i. I will keep in strictest confidence all information identified as confidential or which, from the circumstances, in good faith and good conscience ought to be treated as confidential relating, in any way, to the business and affairs of Qentelli, its affiliates, vendors of customers which you may acquire in connection with of as a result of your work for Qentelli ("Confidential Information"); and
 - ii. I will not use or permit the use of any Confidential Information for the benefit of anyone other than Qentelli; and
 - iii. Upon the completion of termination of any work I do for Qentelli, will not retain any Confidential Information in any form and you will immediately return all such Confidential Information to Qentelli without any demand thereof. Such Confidential Information shall include, but not be limited to, any relevant planning data, technical and programming/product documentation and files, and will not retain any Confidential Information in any form without the prior written consent of Qentelli.

- iv. I warrant that I am free of any and all restrictive covenants with previous employers or other entities that may impact your ability to perform services for Qentelli. I further warrant that in providing Services to Qentelli, I will not disclose or use any information, which may be considered in full, or in part as confidential or proprietary through an obligation of confidentiality with any past employer, customer of Company or other party.
 - v. I agree that all inventions, improvements, discoveries or research and developments including, but not limited to, computer software authored by Me (collectively "Product/Software Development") which I may make or conceive during the term hereof and for one (1) year thereafter, either solely or jointly with others, whether arising from your own efforts or suggestions received from any other source, which arise out of your work for Qentelli as part of the Services provided to this Agreement or exposure to Confidential Information, are a "work made for hire" and are the exclusive property of Qentelli free from any claim or retention rights there to by you (including for the purposes of copyright).
6. In addition to the immediately preceding sentence and other than where the Product/Software Development is considered a "work made for hire", I further agree to (and, as appropriate, will in the future), and here does, grant, convey and assign to Qentelli absolutely and exclusively all such Work/Development and all intellectual property rights therein.
- i. I agree to fully disclose all Products/Software Development to Qentelli.
 - ii. I agree that at the request and expenses of Qentelli and without charge of compensation beyond the charges provided pursuant to this Confidentiality Agreement, to execute all instruments and documents and to do all things which may be reasonably necessary to protect the rights of Qentelli and vest in it and assign all such Work Product and all intellectual property rights therein.
7. This Confidentiality Agreement will be binding upon you, executors and administrators and Qentelli, its successors and assigns, and will survive any termination or expiration of this Confidentiality Agreement. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Telangana State.

B. NON-COMPETITION WITH COMPANY

Except as otherwise authorized in writing by the Company, I agree that during the term of my employment with Qentelli following the termination of the employment agreement between the Company and me, I will not directly, or indirectly solicit, or accept employment, of business from any of the Company's clients, business partners of clients of its business partners, for which I have performed, or performing services. I will be working on the specified office time allocated to me and I will follow the general rules and regulations framed by the company.

I understand that during the term of my employment with the Company, I will represent the Company as its agent to business entities to solicit business. I agreed that during the term of my employment with the company following the termination of the employment agreement between the company and me, I will not directly or indirectly solicit, or accept employment or business from any such above-referenced business entities.

C. MISCELLANEOUS PROVISION

1. The Agreement shall be binding on me, my, legal representatives, and assignees, above inure to the benefit of any successors and assignees of the Company.
2. This Agreement supersedes all previous agreements written or oral, relating to the above subject matter, and shall not be changed orally.
3. If any provision of this Agreement is held to be invalid, or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Yours sincerely,
Qentelli Solutions Pvt Ltd.,



Hemanth Mundra
Senior Director - HR

I agree that I have read, understand, and accept employment with Qentelli under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this employment letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and Qentelli's acknowledgment of the same and the affixing of a signature by the Qentelli representative shall be adequate to constitute a valid contract of employment between Qentelli Solutions Pvt. Ltd. and me.

(Please sign below to confirm that you agree with the terms and conditions stated in this offer).



Signature

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