

OFFER LETTER

CONFIDENTIAL

08/20/2018

Gautam Kumar

Dear **Gautam**,

Congratulations!

With reference to our discussion in respect of your interest in our organization & subsequent interview (s) with us, we are pleased to offer you employment in the position of **Module Lead** at **E3** in our organization.

You are requested to join us on or before **09/17/2018**.

The general terms & condition governing your employment, compensation and other benefits that you would be entitled to are stated in the enclosure to this letter.

We look forward to have you with our team by the date mentioned above. We are sure that you'll have a bright career with our company.

Please let us know in case of any further questions.

For **YASH Technologies Pvt Ltd**



Payal Jain
Authorized Signatory
Human Resources

P.S: Date format to be read as MM/DD/YYYY. Print only, if required.

Disclaimer: This is a computer generated document and requires no hand-drawn signature on behalf of the Originator, i.e. YASH TECHNOLOGIES PVT LTD. While acceptance, on this computer generated Offer Letter/Appointment letter, the Employee understands and accepts the same to be valid electronic communication and a legal understanding of reciprocal obligations between the parties which is legally enforceable within the meaning of the all applicable Acts, rules and regulations including Information Technology Act 2000 , as amended till date, or under any other applicable law governing electronic transactions, for the time being in force.

Following are the terms and conditions that refer to our offer of employment to you for the position of **Module Lead**.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1) Base Location: Your base location shall be **Bangalore-Whitefield-DC (301)**. However, during your employment with the Company, you may be posted / transferred to any of the offices/ projects/ divisions / departments / units/ clients of the Company at any other location in India or abroad on the terms and conditions as applicable for you.

2) Salary & Taxes: You will be entitled for a CTC of **Rs. 1,600,000/- (Rupees Sixteen Lakh only)** on an annual basis which consists of **Rs. 1,500,000/- (Rupees Fifteen Lakh only)** as Gross and **Rs.100,000/- (Rupees One Lakh only)** as Performance Linked incentive equally distributed **6 Monthly**, less all required deductions viz., tax on salary, provident fund contribution, professional tax and any other amounts as required by law to be deducted or as per the policies of the YASH Technologies Pvt. Ltd. Please refer annexure I for detailed outline of your CTC structure wherein you may find the eligibility for different heads for you as specified. You would be required to fill the CTC structure at the time of joining.

Payments will be made directly to your bank account pursuant to our direct payroll deposit plan. However, the structure of your compensation plan may be altered/ changed from time to time in line with the company's policies, practices and change in the tax laws and rules.

Your compensation package is unique to you and you are expected to maintain the confidentiality of the same at all times during your employment and thereafter. Any discussion or disclosure of your compensation with anybody other than your Business Head or HR will be considered as breach of agreement by you.

3) Probation/Confirmation: You'll be under probation for a period of six months from date of your joining. Thereafter, based on your performance, management reserves the right to extend the probation period or confirm the services. Unless services are confirmed in writing, you will continue to be on probation.

4) Increments and promotions: Your increments and future prospects in the Company shall entirely depend on your efficiency, hard work, regular attendance, punctuality, sincerity, good conduct, Company's performance and such other relevant factors as adjudged by the management.

Employee's performance is reviewed periodically depending upon various factors including industry trend, company's performance, market situation and other related factors. Any action arising out of this review is solely at the discretion of the Management.

5) Agreement: You may be required to sign necessary agreements including but not limited to confidentiality, non compete, service agreement, if applicable etc. with the Company or with clients of the company when you work for them and as and when required and complete various formalities as per the agreements signed at the time of joining and during the tenure with the company in order to secure the interests of the Company or its clients and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

6) Medical Fitness: Your employment is subject to you being declared medically fit by the certified medical practitioner. The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job.

7) Termination/Separation: Your employment with the Company can be ceased either by the Company or by you as per below:

a) Notice Period:

- **During the probation period** your employment can be terminated by the company without any notice and without any obligation to assign a reason. If you wish to terminate this employment you may have to give 45 days written notice.
- **Upon confirmation of services** employment services can be terminated by giving 90 days written notice by either side. If company is terminating the employment then it'll pay salary in lieu of notice period for the aforesaid period wherein salary will not include any incentive or variable pay amounts, if any.

If you wish to terminate this employment by resignation/notice then company at its sole discretion may decide to waive the required notice period from you without any obligation to pay salary in lieu of full/ remaining notice period or permit you for payment of salary with applicable taxes in lieu of full/remaining notice period or permit you for leave balance adjustment against notice period with applicable taxes and accordingly relieve you prior to completion of the stipulated notice period of 45/90 days as applicable. Also an employee is not eligible for any leaves to his/her credit during the notice period & if an employee is allowed to go on leave during this period, then the notice period will be extended by those days.

In case you leave the company without giving notice or completing the notice period, the company shall have the right to recover salary with applicable taxes in lieu of notice period from the amount due to you or otherwise and treat you as absconding and take necessary legal action accordingly.

b) Your services are liable to be terminated forthwith without any notice or salary or any compensation in lieu thereof if you breach any of the terms and conditions of your employment or the confidentiality & non-compete agreement, service agreement or any other agreement as signed by you during the course of employment.

On termination of your employment for any reasons, you or your legal heirs, as the case may be shall comply with the Company's termination procedures, sign all related documents and return all Company's properties. The company reserves the right to keep your settlement / separation on hold and treat you as absconding in case you do not pay for the said notice payment.

8) International Assignment & Visa: For business requirement, an employee may be expected to travel to an international location at Client Site/Location for project delivery, training or knowledge transfer based on Client's or Company's requirement. In this case the company will incur considerable cost and expenses in orientation, training, Visa and necessary arrangements for an employee. On completion of travel, employee is expected to return to the base location in home country and serve the Company for a minimum period of Six Months (commitment Period) from the date of return to home country or as agreed in International assignment agreement. An employee on an international travel, cannot initiate separation process during the travel duration. The Employee needs to come back to home country after completing the assignment and then initiate separation as per Employee Separation Policy, for company to consider the same as valid resignation and separation.

In the event when employee does not wish voluntarily to complete the period of six months or as agreed in International assignment agreement after returning from international travel, employee has to (unless otherwise approved by Company in writing) pay to company liquidated damages as per the terms of International Assignment & Visa Policy.

Employee during the course of employment shall abide by all terms & condition as specified in **International Assignment & Visa Policy**.

9) Working Hours: You will be governed by the normal working hours as applicable to your role in the company. You

may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. This is subjected to change from time to time as per management discretion.

10) Benefits: You shall be eligible for Group Medical Insurance, Personal Accidental Coverage grade wise, provident fund scheme & other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. At YASH; you and your family (spouse & 2 dependent children, if any) will be benefited under **Group Medical Insurance** benefit plan which provides safety net for **Rs. 3 Lakh floater cover**. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly..

11) Notice Period Buy-Out: If Company specifically requests you to join its services forthwith, the following Stipulations are applicable for Reimbursement of Notice Period Pay:

- The claim should be submitted after completion of one month of service with the company from the date of your joining.
- Mode of payment towards the balance/full amount for the final settlement if any; needs to be made either by DD or by Cheque.
- Leave encashment adjusted against notice period in final settlement will be paid for earned/privileged leaves only.
- The amount payable will be recoverable along with the Full & Final Settlement in case you leave the services of the company before completion of twelve months from the date of your joining.

Following Documents will be required in original for claiming the Notice period buy-out:

- Written communication/written approval from YASH HR.
- Details of Full & Final settlement on your previous company's letterhead / official document in ORIGINAL duly attested by the previous employer.
- In case of balance/full amount payment for final settlement; Photostat copy of DD & receipt of the same from the previous employer **or** photostat copy of cheque & bank statement reflecting the cheque clearance.

12) Employment Verification: It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment & selection process. The company reserves the right to do employment verification, background verification and such other standard checks to verify the credentials as submitted by you. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith without notice. This will be without prejudice to the right of the management to take disciplinary and legal action against you for the same.

13) Retirement: As per the policy of the company you will be compulsorily retired from service on attaining the age of 60 years & will be eligible for retirement benefits as per policy of the company.

14) Employment Law and Norms: This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of Indore whether they be civil courts, labor courts, industrial tribunals or any other courts or authority of whatsoever nature.

15) Rules and Regulations:

- Your appointment will be governed by the policies, rules, regulations and procedures of YASH Technologies as applicable to you and the changes therein from time to time and you will be expected to abide by the same. During deputation/transfer to any clients place/ or any of the group companies of YASH or client you shall abide by the policy and the terms and conditions as applicable thereof.

- Maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interest, credit and prestige of the company. Any violation of these norms of behavior shall constitute misconduct for which the company shall be entitled to take disciplinary action against you, as per the Disciplinary Rules and applicable laws in this regard.
- The management from time to time will assign your duties to you. In view of your position and office, you must effectively, diligently and to the best of ability perform all responsibilities and ensure results.
- You shall not enter into any commitment or dealings on behalf of the Company for which you have no express authority nor shall you alter or be a party to any alteration to any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.
- While in the service of the company, you shall be governed by the terms of service conditions, code of ethics/conduct, service manual and administrative orders of the Company which are existing, and/or to be introduced and enforced from time to time. Timely compliance of all applicable statutes, rules, regulations, procedures of Central/State Governments, Semi-Government, autonomous/ appropriate authorities/ bodies & institutions that may be required by your position at any given point of time solely lies with you.
- You shall be responsible for the safe keeping and return, in good condition and order, of all the properties of the Company, which may be in your custody, care or charge. For the loss of any property of the Company in your possession, the Company shall have the right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- You shall throughout the period of employment with us, give and devote whole of your time and attention exclusively to your duties to the company and you shall not, without prior consent of the company, engage yourself, directly or indirectly, in any trade, business, occupation, employment or service.

16) Non Compete Agreement: Except on behalf of YASH; you can't work / render services to the clients of the company or clients of company's clients as an individual/employee/contractor/ through any other company/through an entity where you have substantial interest for commercial consideration or otherwise during your employment with YASH & for a period of 12 months from the date of leaving the services of the company.

17) Confidentiality & Data Protection: Company has performed and shall perform IT Services including but not limited to design, engineering, estimating, modeling, drafting and/or related services ("Work") for its End Clients from time to time. Company will consider assigning you to engage in portions of the Work and/or, under the Agreements with its End Clients or otherwise. You will be granted access to or have the opportunity to obtain Confidential Information and Personal Identifiable Information of the Company and its End Clients, which the Company & its End Clients wishes to keep it strictly Confidential & Secure.

The said Confidential Information or Personal Identifiable Information will be available to you solely by reason of your fiduciary relationship with the Company under Employment contract, you shall treat such Confidential Information and Personal Identifiable Information Confidential, restricted & secure and shall not use, copy or disclose to others during or subsequent to the performance of the Work (except as may be necessary in the performance of the Work assigned to you).

Employee undertakes and agrees to:

- Hold and keep in strictest confidence any and all Confidential Information and Personal Identifiable Information disclosed to him. Employee agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except as agreed by the parties in writing specifically.
- To use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person.
- Take all steps reasonably necessary to protect the secrecy of the Confidential Information and Personal Identifiable Information, and to prevent the Confidential Information and Personal Identifiable Information from falling into the public domain or into the possession of unauthorized persons.
- Promptly return to the Company any or all Confidential Information and Personal Identifiable Information disclosed to it by the Company or destroy such Confidential Information upon the request of the Company at

any time or before Employee left the company either on account of termination or on resignation.

- Nothing herein shall be construed as granting to the employee any proprietary rights or any license in respect of the Company or its End Clients Proprietary Information.

All global rules and regulations, laws, procedures related to Confidentiality and Data Protection shall apply to employee as it is as the same is applicable to the Company in pursuant to Service Agreement entered with its End Clients. This obligation of Confidentiality and Data Protection shall survive forever even after termination or your resignation with the Company.

In the event, where you will obligated to disclose any Confidential Information or Personal Identifiable Information as a result of a court order or pursuant to governmental action, then you shall immediately inform the Company within reasonable time so that the Company or such Individual will get an opportunity to raise the objections to such disclosures of Confidential Information or Personal Identifiable Information to the relevant authority.

Employee acknowledges and confirms that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy and the Company shall also be entitled to the remedies of injunction, specific performance or other equitable relief in the event of any such breach.

Definitions of Confidential and Personal Identifiable Information ("PII")

"Confidential Information" shall means

- All foreign, federal, state and common law trademarks, service marks, domain names, internet path names and addresses of whatsoever nature, trade dress, copy rights, patents (including applications, continuations, reissues and extensions), logos, mask works, software, proprietary data, business documents, Database information, operating procedure, strategies, information lists and formats, software models, business development ideas, marketing techniques and materials, marketing plans, works of authorship, works of visual art, product or service literature, inventions as set forth below, and all other intangible assets of whatsoever nature, including goodwill and moral rights, and all applications for registration and/or issuance with respect to the foregoing (whether or not registerable or patentable), held by, owned, licensed, or otherwise possessed by the YASH/End Clients ANYWHERE,
- All the YASH / End Client's trade secrets.

"Personal Identifiable Information" (PII) shall means

- Any information relating to an identified or identifiable natural or legal person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity of the person related to YASH /End Client.

18) Ownership of Inventions:

"Inventions" are all developments, discoveries, creations, improvements, copyrightable material, original Content, works of authorship, works of visual art, and the like, whether or not patentable, copyrightable, original, novel, obvious, or otherwise susceptible to protection.

In case of any invention or discovery related to project or otherwise under employment on which you are directly or indirectly assigned to or involved in, including improvements and modifications, whether or not patentable, applications for Letters Patent covering said invention or discovery and Letters Patent issuing thereon, which

invention or discovery may be made and/or conceived by you, either solely or jointly, during the period or periods of your assignment to or involvement in the Work and during a period of one year thereafter, shall be the exclusive property of the Company, shall be promptly disclosed to the Company and its clients, and shall be assigned to the Company without any compensation.

Employee shall do all acts and execute all documents reasonably required to convey to the Company, the entire right, title and interest in and to any such invention or discovery, patent applications based thereon and Letters Patent issuing thereon, and to enable Company, at its own expense, to apply for, prosecute and obtain Letters Patent in the India, United States and foreign countries, and to protect and enforce said patents in proceedings and litigation in connection therewith.

In the course of performing services for Company, Employee use, or permit or allow Company to use, in whole or in part, any invention created by him prior to commencing the said employment with the Company (or during the term of Employment), Employee hereby acknowledge and agree that such use, permission, or allowance shall be a full, express grant to the Company of an exclusive, royalty free, irrevocable, perpetual, worldwide license to such invention for whatever business purpose the Company so desires.

19) Submission of Documents: The documents which you need to carry at the time of joining & reporting details are detailed in annexure II. Please note that all documents mentioned in annexure II are mandatory & you'll not be allowed to join without them.

20) Relocation Benefit: We'll be happy to assist you for relocation. For the smooth transition to YASH Technologies, we advise you to go through Annexure III carefully which explains the relocation policy/eligibility in detail.

21) Acceptance: We request you to go through offer documents which includes this offer letter, Annexure I, II & III and acknowledge the same by sending an e-mail to us stating that you accept the terms & conditions mentioned in the same & confirm your joining date within **five days from the date of issuance of this letter or before date of joining, which ever is earlier**, failing which this offer will stand automatically withdrawn; unless the date is extended or communicated to you by our Talent Acquisition team.

If Employee breaches any clause of this offer letter then Employee shall be responsible to indemnify Company for all losses, damages or cost etc. and Company shall also initiate legal action against such employees. The Obligation stated in clause 15,16 & 17 of this letter will survive even after termination, or cancellation of this offer letter or resignation of employee.

ACKNOWLEDGEMENT & ACCEPTANCE

I, **Gautam Kumar** have read and understood the above terms and conditions and hereby accept the same.

Signature: _____ Date: _____