

## TERMS AND CONDITIONS OF EMPLOYMENT

### Position:

- a. You will be working out of the Company's office in Bangalore, Karnataka. Your services are transferable to our office abroad. In case your services are transferred, you shall have to abide by the company's rules and regulations.
- b. You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Board of Directors, and you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company. Nothing in this letter Agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, or from owning no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange.

### Confidential Information and Invention Assignment Agreement

Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement.

### Confidentiality of Terms

You agree to follow the Company's policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding salary, bonuses, stock option allocations to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.

This appointment is made on the understanding that the information furnished by you for a gainful employment in the Company is correct, true and complete. In the event it is that at any time that the information furnished by you is not correct / true / complete, the Management shall have the right to terminate your services without notice or compensation.

*Ashwini Bhave*

December 13, 2018

Ms. Amber Bharti,  
Bangalore

Strictly Private & Confidential

Dear Amber,

**Sub: Appointment Letter – MTS - Global Services - BFSI Govt Education**

Further to your application and interview with us, we are pleased to offer you the position of **MTS-QA, Global Services - BFSI Govt Education** with **MetricStream Infotech (India) Pvt. Ltd.** Please note this offer is subject to the terms and conditions listed in the Annexure attached.

We would like you to join us on or before **January 3rd, 2019**. Please confirm us your acceptance through email or courier by **December 14th, 2018** failing to which the offer stands void.

**Gross Salary:** Your annual cost of your compensation to the company will be **Rs. 5,50,000/- (Rupees Five lakhs fifty thousand only)** which will be payable as per the Company's regular payroll policy (or in the same manner as other officers of the Company), subject to withholding and other normal deductions.

We look forward to a mutually rewarding association with you at MetricStream.

Yours sincerely,

For MetricStream Infotech (India) Pvt. Ltd.

**Pruthvi Arakere Nanjappa**

**Vice President – Human Resources**

*Amber Bharti*

## Annexure I

### 1. Your employment is governed by the following:

- Your confirmation of acceptance of the offer letter duly signed on each page to MetricStream on or before — **December 14, 2018** through email or courier.
  - The HR policies and procedures of MetricStream hereinafter referred to as "the Company" will be applicable to you.
  - Your producing the testimonials on the date of joining in support of your age, qualification, experience, last salary drawn and relieving certificate from the previous employer.
2. You are being appointed on probation for a period of six calendar months (effective joining date) within which time either party (i.e., the Company or employee) may terminate the appointment with written notice of two month or salary in lieu thereof (except in the case of dismissal by the Firm on disciplinary grounds).
  3. Subject to satisfactory performance as per the Company's assessment system your appointment will be confirmed in writing. If it is necessary that more time be needed to assess performance then the probation period may be extended. Your probation period is considered as part of your length of service with the Company.
  4. During the term of your employment with the Company you should not engage in any employment or act in any way which either conflicts with your duties and obligations to the Company or contrary to the policies or the interest of the Company.
  5. Should you desire to leave the services of the Company at any time, you will be required to give a 2-month's written notice or salary in lieu thereof. Similarly, the Company reserves the right to terminate you from its services by either giving you 2 months' notice or salary in lieu thereof.
  6. At the time of termination of this employment agreement, if there are any dues from you, the same will be adjusted against any money due to you on account of salary, or bonus or any other payment due to you from the Company.
  7. You will not during your employment or after the termination, divulge any knowledge or information concerning any matter or thing relating to the business or interests of the Company, its client and its Associates.
  8. This appointment is directed towards developing a career for you at MetricStream. However, employment at MetricStream will always entail the condition of satisfactory employee performance and satisfactory market conditions for the Company's services (as it may determine at its sole discretion).
  9. We believe that the position we are offering you will be challenging, and will enable us to work together for our mutual benefit.
  10. All other administrative details will be briefed to you at the date of joining

*Dubey Bharti*



## Annexure II

Compensation & Benefits		
Name	Amber Bharti	
Department	Global Services - BFSI Govt Education	
Designation	MTS - QA	
Compensation Breakup	Monthly (INR)	Annual (INR)
Basic (50% of Fixed CTC)	22,916.67	275,000.00
HRA (40% of Basic)	9,166.67	110,000.00
Management Allowance (Can be split into various tax saving components as mentioned below)	11,000.00	132,000.00
Provident Fund Contribution (Employer Contribution)	2,750.00	33,000.00
Base Salary	45,833.33	550,000.00
Performance Linked Incentive @ 100% achievement		
Total CTC		550,000.00
Management Allowance		Amount
(subject to declaration, can be split into various tax saving components as mentioned below)		
ICICI Meal Card		13200 / 26400
Telephone Reimbursement*		24000
Car Fuel Reimbursement*		21600 / 28800
Driver's Salary*		10800
LTA*		50000
NPS (Employer Contribution)		Up to 10% of Basic Salary
Car lease – Applicable for Manager’s and above		
* Can be reimbursed against submission of bills Monthly, Quarterly or Annually		
Benefits Dependent on role / approval by Management		
Broadband Internet reimbursement up to INR 1000 / per month		
Company Transportation Facility (in case of Late working)		
Other Benefit	Amount	
Gratuity payable as per Gratuity Act		
12 Days of Casual Leave & 15 Days of Earned Leave		
Life Insurance Cover	2 times of CTC or INR 10,00,000/- whichever is high	
Group Personal Accident Cover	10,00,000	
Medical Insurance Cover	5,00,000	
(Family Floater consists of spouse, 2 children & employee parents)		
Your compensation will be reviewed in April 2019 provided you have joined us on or before 30th September 2018.		

Pruthvi Arakere Nanjappa  
Vice President – Human Resources

*Amber Bharti*

## Notes:

The following are the guidelines / requirements formulated by the Company in relation to each component, as well as some information about tax exemptions in relation to each in accordance with the Income Tax Act, 1961.

**House Rent Allowance:** The tax exemption for House Rent Allowance would be computed based on the actual rent paid.

**LTA:** The tax exemption for 2 domestic journeys in a block of 4 calendar years (Current block is 2018 –2022).

**NPS:** The tax exemption for NPS would be computed based on the declaration made by you at the time of joining to a maximum amount of up to 10% of Basic Salary.

## Maternity benefits:

- Women employees are eligible for Maternity leave of 26 weeks, in case of women having less than two surviving children. 12 weeks of maternity leave for mothers who legally adopt a child of up to 3 months or below. 12 weeks of maternity leave for 'commissioning mothers (surrogacy)'.
- Women employees are allowed work from home on case to case basis depending on the nature of work. The conditions governing such work from home may be mutually agreed between the employer and the employee.
- Company has made available Crèche facility as per prescribed maternity benefit rules. Women employees opting for such facility are allowed for four visits a day to the crèche.

**Provident Fund:** The contribution to Employees Provident Fund is made at 24% on basic salary (12% each from employee and the employer). **Note** - However employee can contribute to Voluntary Provident Fund (VPF) by declaring the monthly contribution on payroll portal and avail the tax benefit under section 80C of Income Tax Act.

**Gratuity:** Every employee is covered under the Gratuity Scheme as per the rules of The Payment of Gratuity Act, 1972.

## Please submit the following at the time of your joining:

1. Resume
2. Educational Qualification certificate / Professional course certificate (if any)
3. PANCARD & Aadhar Copy
4. Experience letter & Relieving Letter (from all the companies)
5. Identity Proof & Address Proof (Permanent & Local)
6. Four Passport size photographs
7. Last Pay slip

Thanking you,

Sincerely yours,

For MetricStream Infotech (India) Pvt. Ltd.

Pruthvi Arakere Nanjappa

Vice President – Human Resources

**General:** Please note that individual salary is a confidential matter and not to be discussed with any other employee

I have read and accepted this employment offer:

Date 14th Dec 2018

Planned start date: 3rd Jan 2019

Name Amber Bharti

Signature: Amber Bharti