

PRIVATE & CONFIDENTIAL
EMPLOYMENT OFFER LETTER

Inturi Thirumalesh
S/O Srinivasulu , OO, Pedduru ,
Mamuduru ,Nellore,
Andhra Pradesh -524309

Dear Inturi,

Softtek India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Shilpa Emerald, No 26/1 Hosur Main Road, Bangalore-560068 (hereinafter called "**Softtek**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) is pleased to offer you the position of **Software Associate** on the terms and conditions as stated in this letter ("**Employment Offer Letter**").

This Employment Offer Letter is being given to you in two counter parts (including this copy) both of which constitute originals. You are requested to read this Employment Offer Letter and if acceptable sign both the counter parts and return one of them to the HR department of Softtek. Your acceptance will be effective only on the receipt of a duly signed counterpart by Softtek.

The terms and conditions of your engagement are mentioned below:

1. Commencement Date, Term and Probation

- 1.1.** Your employment with Softtek will commence on **Jun 13,2022** (hereinafter the '**Commencement Date**') which shall also be your date of joining.
- 1.2.** You will be considered to be on the payroll of Softtek from the Commencement Date until termination of your employment as provided in this Employment Offer Letter.
- 1.3.** You will be on a probation for a period of 6 (six) calendar months from the Commencement Date ("**Probation Period**") including any training or consulting time. Such Probation Period may be extended by Softtek at its sole discretion. Your services with Softtek will be confirmed at the end of such Probation Period or any extended Probation Period by issuance of a written letter of confirmation by Softtek, subject to your performance meeting the requisite standards. It is clarified that unless such a written confirmation letter is issued you, you shall be considered to be on probation.
- 1.4.** Your engagement by Softtek is based on the information furnished by you in the application for employment. In case any information given by you is found to be false, incorrect or inaccurate, or you are found to have suppressed any information, your services will be terminated without any notice or salary/compensation in lieu thereof.

2. Position and Duties

- 2.1. You are hereby offered the position of **Software Associate (CL1)** Till further notification you shall report to **Delivery Manager** and work under the general supervision, guidance and management of the said **Delivery Manager**. The said **Delivery Manager** shall be considered to be your Manager for all intents and purposes.
- 2.2. You will perform any and all duties assigned to you by Softtek and/or your Manager. You will also perform such other duties as are customarily performed by a person holding similar or equivalent position in same or similar businesses or enterprises as Softtek.
- 2.3. You shall initially be placed at the Softtek offices in or around Bangalore. At the sole discretion of Softtek you may be transferred /shifted to any other location that may be necessary. You expressly agree that Softtek reserves the right to transfer your services, or place you in any other capacity or location of Softtek's operations, or the operations of any of its divisions or subsidiaries/ group entities, which it may consider appropriate.
- 2.4. Your performance shall be reviewed periodically by Softtek. Salary increment is discretionary and will be, *inter alia*, based on your performance and Softtek's business results for the period under review.
- 2.5. You agree to abide by all Softtek rules, regulations, and practices, including those concerning work schedules, vacation and sick leave (collectively hereinafter referred to as "**Softtek Policies**"), as applicable to you from time to time.

3. Compensation

- 3.1. You shall be paid a salary of INR **450,000** per annum and more specifically detailed in **Annexure "A"** attached hereto. This compensation shall be prorated and paid on the last day of each completed month of service till such time you are an employee of Softtek.
- 3.2. Softtek is entitled to deduct taxes or other applicable deductions as appropriate and consistent with the Indian tax and other regulations. You will be responsible for your tax liabilities under applicable tax laws and regulations. Softtek shall also have the right to vary, amend and modify any item of the salary package in accordance with its policy from time to time.
- 3.3. You agree and understand that the salary as stated above shall constitute the full and exclusive monetary consideration and compensation for all services performed by you whilst in the employment of Softtek and in consideration of your obligations and promises hereunder.
- 3.4. You agree and understand that any additional compensation (whether a bonus or any other form of additional compensation) shall be granted only on the sole discretion of Softtek and that you will not earn or accrue any right to additional compensation by reason of your employment.
- 3.5. You further agree that you shall not discuss your compensation stated hereinabove with the other employees as the same is a personal matter between you and Softtek.

4. Benefits

- 4.1. During your employment you will be entitled to such additional benefits as may be available as per relevant Softtek policies.
- 4.2. You agree and understand that all benefits provided by Softtek are in its sole discretion and are subject to change/ withdrawal as per the Softtek policy in force.

5. Leave

- 5.1. You shall be entitled to such leave and vacations as are stipulated by Softtek from time to time.

6. Confidential Information

- 6.1. You agree and acknowledge that in the course of your employment with Softtek you may receive or have access to proprietary and/or confidential information of Softtek and/or Softtek's clients, suppliers, subsidiaries, parent companies, affiliates or other parties with whom Softtek conducts or is likely to conduct business (collectively, "Confidential Information"). Such Confidential Information may include, but is not limited to, proprietary and trade secrets, technology and accounting records, work product, computer software, other proprietary data, business operations data, marketing and development operations data, pricing methods, financial data, lists, statistics, customer lists, software, systems or equipment data, research, development, strategic plans, operating data and other confidential business, customer or personnel information or data, in written, oral, or other form. Such Confidential Information may contain disclosures of patentable inventions with respect to which patents may not have been issued or for which patent applications may not have been filed or material which is subject to applicable laws regarding secrecy of communications or trade secrets or similar proprietary rights. You agree and acknowledge that:

- a) all such Confidential Information so acquired by you shall be and remain the exclusive property of Softtek or its clients, suppliers, subsidiaries, parent companies, affiliates or other parties, as the case may be;
- b) you shall not permit access to such Confidential Information by third person or party without the specific prior written approval of Softtek management and only if the subcontractor or agent has executed a written agreement, to the satisfaction of the Company, imposing obligations substantially similar to the provisions of this section;
- c) you shall not copy or publish or disclose such Confidential Information to others, except as may be required by law, provided that if any disclosure of Confidential Information is so required, you shall forthwith consult with the Softtek so that Softtek can take necessary steps in this regard;
- d) you shall, upon request of Softtek or separation from Softtek, as the case may be, turn over to Softtek all documents, disks or other computer media, or other material in any form in your possession or control that may (1) contain or be derived from ideas, concepts, creations, or trade

secrets and other proprietary and Confidential Information as defined in this Employment Offer Letter; (2) be connected with or derived from the your employment with Softtek.

- e) you shall use such Confidential Information only for purposes of your employment with Softtek and as approved specifically in writing by Softtek;
- f) you shall complete and sign a Declaration in the format attached to this letter as Exhibit 1. This signed Declaration shall be submitted to Softtek prior to the beginning of your employment with Softtek.
- g) in the event you are requested or required by any governmental authority, whether by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process, to disclose any Confidential Information, you shall provide Softtek with prompt notice of such requests so that Softtek may seek an appropriate protective order or similar relief or, if appropriate, waive compliance with the provisions of this Article. You shall use all reasonable efforts to obtain, or assist Softtek in obtaining, such a protective order or relief.
- h) Without limiting Softtek's rights in respect of a breach of this Article, you shall:
 - i) promptly notify Softtek of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information by any person or entity that may become known to you; (ii) promptly furnish to Softtek full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist Softtek in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information; and (iii) cooperate with Softtek in any litigation and investigation against third parties deemed necessary by Softtek to protect the proprietary rights of such Confidential Information;
 - j) The obligations to ensure and protect the confidentiality of the Confidential Information imposed on you herein and any obligations to provide notice shall survive in perpetuity including beyond any separation from Softtek, for whatever cause.

7. Ownership and Title

- 7.1. All copyrights, patents, trade secrets, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship provided or created by you during the course of your employment with Softtek, either alone or jointly with any other person which relate to or are connected to or are capable of being associated with Softtek's business or its clients' (collectively, the "**Work Product**") will belong solely and exclusively to Softtek and will, to the extent possible, be considered a work made by you for hire for Softtek. To the extent the Work Product may not be considered work made by you for hire for Softtek, you agree to assign, and hereby assign, without any requirement of further consideration, any right, title, or interest you may have in such Work Product to Softtek. Upon request of Softtek, you will take such further actions, including execution and delivery of instruments of assignment, as may be appropriate (both during and after your employment with

Softtek) to give full and proper effect to such assignment in India or any country. Softtek may agree that Work Product that Softtek is otherwise entitled to own will be the property of clients or others with whom Softtek does business. You hereby waive any moral rights that you may have with respect to the Work Product. You further agree that, notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, the assignment in terms of this clause shall not lapse nor the rights transferred therein revert to you, even if Softtek or its clients do not exercise the rights under the assignment within a period of 1 (one) year from the date of such assignment. You hereby waive any right to and will not raise any objection or claims before the Copyright Board or any other appropriate authority with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957.

8. Non-Solicitation

- 8.1. You agree that during the term of your employment with Softtek and for a period of three (3) years thereafter, you shall not in any way, directly or indirectly induce or attempt to induce any employee or contractor of Softtek to quit employment or retainer with Softtek. You shall also not interfere with or disrupt Softtek's relationship with its employees and contractors or discuss employment opportunities or provide information about competitive employment to any of Softtek's employees or contractors; or solicit, entice, or hire away any employee or contractor of Softtek.

9. Non-Competition

- 9.1. Except with the prior written consent of Softtek, which will not be unreasonably withheld, you shall not, during the term of your employment [or within two (2) years thereafter, be directly or indirectly involved with a business which is in direct competition with the particular business line of Softtek in which you were working during any time in the last 12 months of your employment with Softtek.
- 9.2. For a period of two (2) years from the date of your separation from Softtek, you will not divert or attempt to divert from Softtek any business Softtek had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of Employee's employment with Softtek.
- 9.3. You acknowledge and confirm that the restrictions in Clause 8 above and this clause 9 are a material term of this Employment Offer Letter and that Softtek has agreed to employ you and make payment of the amounts detailed in Clause 3 above, *inter alia*, on the basis of this undertaking and commitment by you.

10. Termination for Disability

- 10.1. Notwithstanding anything contained in this Employment Offer Letter to the contrary, Softtek has the sole option to terminate this Employment Offer Letter if during the term of employment you become permanently disabled or are otherwise incapable of rendering services to Softtek. Such option will be exercised by Softtek by giving a written notice signifying the intention to terminate your employment on the last day of the month on which such notice is mailed. On the giving of such notice, your employment will cease on the last day of the month in which the notice is so delivered or mailed.

11. Termination of Employment

- 11.1. During the probation period both Softtek and you can terminate your employment by serving an advance written notice of 15 days. No compensation or damages of any nature and by whatever name called shall be payable by either you or Softtek in case of such a termination.
- 11.2. On confirmation, Softtek is entitled to terminate your employment by giving an advance written notice of two months of such termination or by paying salary in lieu of the advance notice.
- 11.3. On confirmation, you shall be entitled to terminate your employment by giving an advance written notice of two months of such termination. Softtek shall have the sole discretion to reduce the period of termination and/or accept salary in lieu of notice period and/or adjust leave against such notice period. Such decision shall be based on, *inter alia*, your co-operation with the training and development of a replacement.
- 11.4. Your failure to responsibly execute your obligations to Softtek during the notice period will be considered to be an abandonment of your obligations and will be sufficient cause for immediate termination without compensation or notice.
- 11.5. Notwithstanding anything else contained in this Employment Offer Letter, Softtek reserves the right to terminate your employment with immediate effect by a notice in writing (without the notice or salary in lieu thereof as contemplated in Clause 11.1 or 11.2 above) for Cause. For purposes of this Employment Offer Letter, "**Cause**" is defined as misconduct, including but not limited to the following conduct by you: (a) fraudulent, dishonest or undisciplined conduct, or breach of integrity; (b) misappropriation or misuse of Softtek property; (c) insubordination or failure to comply with the directions given by persons so authorized; (d) initiation of proceedings or conviction for any offence involving moral turpitude; (e) breach by you of any terms of this Employment Offer Letter or of any Softtek policy or other documents or directions of Softtek or its authorized representative; (f) irregularity in attendance; (g) persistent unsatisfactory work performance, or neglect of duties; or (h) other conduct by you which is regarded by Softtek as prejudicial to its own interests .
- 11.6. You will automatically retire on attaining the age of 58 years.
- 11.7. Upon separation from Softtek, you will be required to immediately return all assets and property (including any leased property) of the Softtek including documents, files, books, papers, laptop, discs, devices and memos in your possession or custody.
- 11.8. Notwithstanding anything else stated elsewhere in this Employment Offer Letter or any other policy, an absence for a continuous period of 8 days (including overstay of leave/training) without prior approval of your Manager would be treated as abandonment of service and your services shall be liable to be terminated without any notices or compensation payable by Softtek.
- 11.9. Softtek reserves the right to require you not to attend to work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or Softtek), provided that Softtek shall, in the circumstances contemplated in clauses 11.2 and 11.3 above, continue to pay you your salary and applicable benefits for the duration of the notice. You agree that your obligations

of confidentiality, good faith, loyalty and fidelity shall continue to remain in force notwithstanding any such period of granted leave or notice period.

12. CONFLICT OF INTEREST

- 12.1. You will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval from your Manager.
- 12.2. You confirm that you have disclosed fully all of your business interests to Softtek – whether or not they are similar to or in conflict with the business (es) or activities of Softtek and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Softtek and you or any immediate relatives or any other entities in which you or your relatives may be interested. Also, you agree to disclose fully and immediately to Softtek any such interests or circumstances which may arise during the course of your employment.
- 12.3. During the course of your employment you shall not without the prior written consent of Softtek be engaged or interested either directly or indirectly in any capacity in any trade, business, occupation or activity which in the opinion of Softtek may hinder or otherwise interfere with the performance of your duties or which may conflict with the interests and business of Softtek. Neither shall you hold any directorship in any other company without the prior written consent of Softtek.

13. COMPANY POLICIES

- 13.1. You shall, in the course of your employment be required to adhere to and follow all applicable laws, and the Softtek Policies and instructions as applicable from time to time. Each of such Softtek Policies will be deemed to be a part of this Employment Offer Letter and constitute the understanding between Softtek and you governing the terms of your employment.

14. REMEDIES

- 14.1. Without limiting the remedies available to Softtek, you acknowledge that a breach of any of the covenants in this Employment Offer Letter including specifically Clauses 6, 7, 8 or 9 may result in material irreparable injury to Softtek, its clients and / or its associate companies for which there is no adequate remedy at law, and that it will not be possible to measure damages for such injuries precisely. You agree that if there is a breach or threatened breach, Softtek, its clients or any of its associate companies shall, without prejudice to its other rights under this Employment Offer Letter or at law or equity, be entitled to apply for specific performance or injunctive or other equitable relief against you.
- 14.2. All remedies provided by this Employment Offer Letter are cumulative and not alternative. The recourse by Softtek, its clients and / or its associate companies, to one remedy shall not preclude them from seeking another remedy available to it under this Employment Offer Letter or under applicable laws.

15. DISPUTE RESOLUTION AND GOVERNING LAW

- 15.1. If any dispute arises amongst parties hereto during the subsistence of this Employment Offer Letter or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Employment Offer Letter or regarding a question, including the questions as to whether the termination of this Employment Offer Letter has been legitimate, the parties shall endeavor to settle such dispute amicably.
- 15.2. In the case of failure by the parties to resolve the dispute in the manner set out above within 30 (thirty) days from the date when the dispute arose (or such longer period as the parties may agree to in writing), the dispute shall be referred to a sole arbitrator, appointed by Softtek. The arbitration shall be held in [Bangalore] under the Arbitration and Conciliation Act, 1996 as amended from time to time. The proceedings of the arbitration shall be conducted in the English language. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by the parties in the manner decided by the arbitrator.
- 15.3. The arbitrator's award shall be substantiated in writing and the parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.
- 15.4. The provisions of this Employment Offer Letter shall be governed by, and construed in accordance with the laws of India. Subject to and without prejudice to Clause 15.2 above, each party agrees that the courts at [Bangalore] shall have the exclusive supervisory jurisdiction to provide equitable relief or to enforce any award.

16. OTHERS

- 16.1. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by registered post to you at your address in India, as recorded with Softtek. You shall inform Softtek of any change in your personal data within 3 days' time from such change. Any notice to Softtek shall be sent to the registered office of Softtek by registered post acknowledgement due.
- 16.2. Each covenant contained in this Employment Offer Letter shall be construed as a separate covenant and if one or more of the covenants is held to be against public interest or unlawful or in any way an unreasonable restraint of trade, the remaining covenants shall continue to bind you.
- 16.3. If any covenant contained in this Employment Offer Letter would be determined as void but would be valid if the period of application were reduced or if some part of the covenant were modified, the covenant in question shall apply with such modification as may be necessary to make it valid and effective.
- 16.4. This Employment Offer Letter, including any annexures hereto and the Softtek Policies as amended and applicable from time to time, supersede, terminate, and replace any and all other agreements or statements between the parties relating to the subject matter hereof and constitute the entire understanding between the parties in relation to your engagement as an employee with Softtek.

- 16.5. You agree that the provisions of this Employment Offer Letter are reasonable in view of the nature of Softtek's business and the high degree of sensitivity of your employment with Softtek given the nature of the duties and responsibilities and the information and other details that you will have access to while in the employment of Softtek. You also agree that your employment by Softtek and salary and benefits under this Employment Offer Letter are sufficient consideration for the covenants and other obligations contained in this Employment Offer Letter.
- 16.6. The provisions of Clauses 6, 7, 8, 9, 15 and 16 shall survive the expiry or termination of this Employment Offer Letter.
- 16.7. You acknowledge that the services to be rendered under this Employment Offer Letter are unique and personal. Accordingly, you shall not be entitled to assign any of your rights or obligations under this Employment Offer Letter. However, Softtek is entitled to assign its rights and obligations herein in whole or part to any of its parent, subsidiary or affiliated entities.

Please sign at the space provided herein as a token of your acceptance of the terms and conditions of this Employment Offer Letter.

Yours Sincerely,
With Warm Regards,

For **Softtek India Private Limited**

Krishnan Narendran
Country Head

ACCEPTANCE:

I have read and understood the terms of this Employment Offer Letter and accept the appointment on the terms and conditions contained herein and attachments thereto. I also agree to be bound by any other conditions and service rules as applicable to the employees of Softtek India Pvt Ltd. from time to time and waive any advance notice thereof. I confirm that I shall be joining the services of the Softtek India Pvt Ltd., no later than **Jun 13, 2022**.

Place: Bangalore

Accepted

Date:[Jun 10, 2022]

(Inturi Thirumalesh)

ANNEXURE A

Annual Compensation for Inturi	Monthly	Annually
SALARY STRUCTURE (in INR)		
a. Base Salary	9886	118637
b. House Rent Allowance	4943	59319
c. Special Allowance	13025	156300
d. Conveyance Allowance	1600	19200
e. Medical Reimbursement	1250	15000
f. Telephone Reimbursement	500	6000
g. Books & Periodical Reimbursement	500	6000
h. Leave Travel Allowance	1250	15000
Gross Salary	32,955	395,456
Standard Benefits		
a. Provident Fund- Employer Contribution	1800	21600
b. Gratuity	475	5704
c. ESI- Employer Contribution	0	0
d. Contribution towards Group Insurances	1500	18000
e. Meal Voucher	770	9240
Cost to Company	37,499	450,000
Others:		
1. Life Insurance will be applicable as per the prevailing company policy.		
2. Medical Insurance for self and dependents will be as per the prevailing company policy.		
3. The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act.		

EXHIBIT I

DECLARATION REGARDING WORK PRODUCT OWNERSHIP

In consideration of the amounts to be paid to me in terms of my employment with Softtek India Pvt Ltd. (hereinafter "**Softtek**"), I declare as follows:

1. I have been offered and have accepted the position of **Software Associate** with Softtek on the terms and conditions set out in the Employment Offer Letter.
2. I understand and agree that all copyrights, patents, trade secrets, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship provided or created by me during the course of my employment with Softtek, either alone or jointly with any other person which relate to or are connected to or are capable of being associated with Softtek's business or its clients' (collectively, the "**Work Product**") will belong exclusively to Softtek and will, to the extent possible, be considered a work made by me for hire for Softtek. To the extent the Work Product may not be considered work made by me for hire for Softtek, I agree to assign, and hereby assign, without any requirement of further consideration, any right, title, or interest I may have in such Work Product to Softtek. Upon request of Softtek, I will take such further actions, including execution and delivery of instruments of assignment, as may be appropriate to give full and proper effect to such assignment in India or any country. Softtek may agree that Work Product that Softtek is otherwise entitled to own will be the property of clients or others with whom Softtek does business. I hereby waive any moral rights I may have with respect to the Work Product. I further agree that, notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, the assignment in terms of this clause shall not lapse nor the rights transferred therein revert to me, even if Softtek or its clients do not exercise the rights under the assignment within a period of 1 (one) year from the date of such assignment. I hereby waive any right to and will not raise any objection or claims before the Copyright Board or any other appropriate authority with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957.
3. I understand that, in connection with my employment with Softtek, I may receive or have access to certain information that is proprietary and/or confidential to Softtek or one of its clients, providers or other party with whom Softtek does or is likely to do business (collectively "**Confidential Information**"). Such information may include, but is not limited to, trade secrets, pricing, methods, processes, financial data, lists, statistics, customer lists, software, systems or equipment, programs, research, development, strategic plans, operating data and other business, customer or personnel information or data, in written, oral or other form. I understand and agree that I may discuss and make available Confidential Information only to Softtek employees and other persons specifically identified by Softtek. Except as required by law, I will not disclose, reproduce, copy or otherwise make available to any third party in any way the Confidential Information or use the Confidential Information for any purpose, except as necessary to perform my obligations in terms of my employment with Softtek. I agree to abide with the terms as set out in the Employment Offer Letter which will govern the obligations relating to the Confidential Information, Intellectual property and Work Product.
3. I will immediately report to Softtek any violation or breach of the commitments made in this Declaration or as set out in the Employment Offer Letter, whether the breach or violation is intentional or inadvertent.

4. I will abide by the commitments made in this Declaration regarding Confidential Information and accepted by me in the Employment Offer Letter. I agree that my obligation to maintain the commitments made in this Declaration and accepted by me in the Employment Offer Letter will survive in perpetuity including beyond the termination of my employment with Softtek, whether or not involuntary, and that upon the termination of my employment with Softtek, I will return all Confidential Information, including all copies of notes and other documents reflecting in any way the Confidential Information as set out in the Employment Offer Letter.

5. I understand that if I violate or breach the commitments made in this Declaration and Employment Offer Letter, I may be subject to legal action by Softtek or third parties.

7. I understand and agree that the terms of this declaration are in addition and not in derogation of the provisions of the Employment Offer Letter.

Signature

Inturi Thirumalesh
Printed Name

Date