

Date- 03-October-2019

Rajkamal Rajendran Pillai
#30, 3rd Floor, 1st Main, 6th Cross,
UAS Layout, Sanjay Nagar, Bengaluru 560 094.

Dear Rajkamal,

With reference to your application and subsequent interviews and discussions you had with us, we are pleased to offer you an appointment as **Architect** on the following Terms and Conditions:

I. Pre-Employment Terms and Conditions:

This offer of employment is based on the information provided by you and by accepting this offer you specifically authorize the company or any external agency appointed by the company to verify your educational, employment history, conduct and any other background checks prior to your joining the company or thereafter. You shall extend your cooperation during such verification. This offer and subsequent appointment may be withdrawn or terminated if any information provided by you is found to be false or willfully suppressed.

You are required to inform us if there are any agreements, oral or written, which will restrain you from accepting this offer or from discharging your duties effectively on appointment.

The Offer made herein is a Pre-Employment term and condition and is binding on you. Please sign and return the duplicate copy of this letter of appointment in acceptance of our offer and the Pre-Employment and the Employment Terms and Conditions. You are required to join our organization on or before **21st October 2019** as discussed. In the event you fail to join our organization on or before **21st October 2019** any extension specifically granted by the Company you will be in breach of your Pre Employment Terms and Conditions and hence the Company reserves the right to seek damages from you for such breach.

II. Employment Terms and Conditions:

1. Date of Joining:

Your appointment and the terms below become effective from **21st October 2019**, which is your date of joining Sourcebits.

2. Designation:

Your designation shall be **Architect** and you will be assigned to a project unit and other facilities of the Company shall be provided based on the unit profitability, to which you are assigned. You may be assigned / reassigned to different units at the discretion of the unit head.

3. Compensation:

That in performing your services as **Architect** you shall be entitled to a base salary as set out in (Table-1). That you shall keep the salary details confidential at all times. Such monthly salary shall be subject to tax deduction at source in terms of the Income Tax Act, 1961.

4. Probation:

On joining the Company you shall be on probation for six months. Notwithstanding anything stated above, the Company may in addition to the notice period require you to complete the project undertaken by you before relieving you. The confirmation of your employment after the completion of the probation as above shall be at the sole discretion of the Company.

5. Employee Benefits Program:

You will be covered by the Company sponsored employee benefit program as applicable from time to time.

6. Working Hours:

You may be required to work in shifts and/or in extended working hours, as permitted by law and as per the requirements of the project.

7. Travel and overseas postings:

Depending on the job requirement you should be willing to travel anywhere within India or abroad. While you are traveling you will be paid your salary along with other benefits as per the company policy.

8. Increments and Promotions:

Your performance and contribution to the Company will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on the Company's Compensation and Promotion policy notified from time to time. Your next compensation review will be happening in due course of time and as per company's policy.

9. Confidentiality of Agreement:

That you will not at any time, without the consent in writing of the directors, disclose, divulge or make public, except in legal obligations, any information regarding the company's affairs or administration or research carried out, whether the same may be confined to you or become known to you, in course of your service or otherwise. Failure to maintain confidentiality will be treated as a serious offense and a breach of the Code of Conduct.

10. That you shall not in relation to the Confidential Information:

- i.a.i. Use the Confidential Information for any purpose other than the performance of your obligations as an employee;
- i.a.ii. Not to disclose Confidential Information to any person other than in accordance with the instructions of the Company; and make every effort to prevent the use or disclosure of Confidential Information other than as permitted by the company.

- i.a.iii. That you are required not to divulge any such confidential information to any third party or appropriate such information for your own personal gains. If the Company comes to know of the violation of the above condition, then the Company reserves the right to initiate appropriate legal actions against you for breach of confidentiality.
- i.a.iv. The Company also reserves the right to insist on you to sign a separate Confidentiality Agreement.

11. Termination:

Either Employee or Company may terminate Employee's employment at any time, by giving notice of 60 days, and with or without Cause. However, Company reserves its right to terminate the Employment by paying Employee salary in lieu of the notice. Company also reserves its right to recover an amount equivalent to the salary for any shortfall in the notice period if the Employee fail to serve the company the said notice period. In the event you desire to leave the Employment including even during the probationary period the Company shall have the sole discretion to waive the requirement of service of notice period or payment of notice period salary and relieve you with immediate effect without any further liability for payment of salary or any other sums. Notwithstanding anything stated above, if you are in the middle of the Project at the date of your termination / resignation, in spite of the notice as above, you shall not be relieved from the Company unless you have trained a replacement for the Project to the satisfaction of the Client of the Company. Further, if you have been deputed outside India for training and/or for project purposes at Company's cost and expense, and in case, you wish to leave the services of the Company within one year of such return, and then you shall be required to provide the Company 90 days' notice in writing.

In the event of non-performance or under performance of the Employee, the Company reserves the right to terminate the Employment by giving 5 days of notice.

In the event of a breach by the Employee of any terms of this Agreement, the Company reserves the right to terminate the Employment immediately without giving any notice.

12. Transfer:

During your employment with the Company, the Company may at any time, at its sole discretion, transfer or depute you to any other departments of the Company or to any division, subsidiary, associate or affiliate, customer / client of the Company in India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of the associate, subsidiary of affiliate as the case may be in addition to the terms and conditions mentioned herein.

13. General Provisions:

a) As an employee in the full time employment of the Company, you are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company.

b) That you confirm the educational qualifications declared by you in the Bio-data are true and correct. You shall produce the original certificates evidencing your educational qualifications and such other documentary proofs as and when required by the Company.

c) You will be subject to the Company's Rules and regulations for the time being in force and as varied from time to time. That, a copy of the Rules and Regulations of the Company has been forwarded to you and that you have read and understood the same. It shall be your duty and responsibility to obtain compliance of the rules from all your sub-ordinates and comply with them yourself.

d) That you will not engage in any activity, which is detrimental to the interest of the Company.

e) That you shall be responsible for the safe custody of all the Company's assets, documents, which may come into your custody during the course of your employment. That you shall on your termination / resignation, return all such documents and assets promptly to the Company.

f) That the Company has a right to initiate appropriate disciplinary actions of punishment of any nature for any kind of misconduct committed by you. The Board of Directors or their duly authorized representatives shall be the sole judge of your work, performance, punishment, misconduct, discipline and conditions of work.

g) Notwithstanding anything said in this Letter, during the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, the amount of any damage the Company may have sustained.

h) That the information acquired by you relating to Company's activities/intellectual property rights, trade secrets, know-how and other financial information are all confidential information of the Company. You are required not to divulge any such information to any third party or appropriate such information for your own personal gains. If the Company comes to know of the violation of the above condition, then the Company reserves the right to initiate appropriate legal actions against you for breach of Confidentiality. In addition you are required to sign the attached Employee Confidential Information Agreement with the Company, prior to joining the services of the Company, which Agreement shall be binding on you in terms thereof.

i) You will keep us informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

j) All the components of your salary are subject to the Income Tax Rules and the same would be included in the taxable income and taxed as appropriate based on the Income Tax rules existing from time to time. The Company will deduct taxes as appropriate and consistent with the Indian Tax Regulation. You will be responsible for your tax liabilities under all-applicable tax laws and regulations.

k) Without prejudice to the duties mentioned above, you will be liable to carry out such other duties /obligations as may be given by the Board of Directors from time to time.

l) This letter constitutes the complete understanding between you and the Company regarding terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this agreement will be effective only if it is in writing, signed by both parties

m) In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a court at Bangalore. Karnataka, India.

14. Protection of Interest:

If you conceive any new advanced methods of improving processes/ formulae/ systems in relations to the operations of the company, such developments must be brought to the notice of the company and will remain the sole right of the company.

15. Code of Conduct:

If at any time in our opinion, which is final in this matter, you are found guilty of dishonesty, disobedience, disorderly conduct, absence from duty without permission or any conduct considered by us as detrimental to the interests of the company, your services will be terminated without any notice and you will not be eligible for notice pay.

16. Retirement:

Your date of birth is **25th January 1979** and you will retire from the services of the Company on reaching your 60th birthday, as per the proof of age submitted by you at the time of joining.

17. Background Check:

Your employment will be subject to a background check in line with the Company's background check policy. If the background check reveals unfavorable results, you will be liable to disciplinary action including termination of service without notice.

18. On Separation:

On acceptance of the separation notice before you are relieved you will hand over to the Company all correspondence, specifications, formulae, books, documents, literature, drawings, data, and you shall not make or retain any copies of these items and continue to be bound by the terms of the Agreement.

Table - 1 Compensation Breakup

Earnings	Annual(₹)	Month(₹)
Basic Salary	8,10,000	67,500
HRA	3,24,000	27,000
Statutory Bonus	28,800	2,400
Leave Travel Allowance	81,000	6,750
Annual Variable PLIP	1,00,000	8,333
Other Allowances	12,91,720	1,07,643
Total Fixed Pay	26,35,520	2,19,626
Co's Contribution to PF	21,600	1,800
Gratuity	38,880	3,240
Medical Insurance	4,000	333
Total CTC	27,00,000	2,24,999

- The above will be paid subject to tax deductions at source, as per Income Tax Act, and Professional Tax.