

Offer cum Appointment Letter

Dear XXXX,

This is with reference to your application and subsequent test / interview you had with us, we are pleased to offer you employment as **XXXX** on the following terms and conditions:

01. PLACE OF POSTING:

Your initial posting will be at **Bangalore**.

However, during employment with the Company, you may be posted at any other location in India where AIE Software India Private Limited will have its operations without any additional remuneration.

You will join us as soon as possible but not later than

02. COMPENSATION:

Your per annum cost to company is XXXX the breakup of which is shown in Annexure- A. Your individual remuneration is purely between yourself and the Company and has been arrived at on the basis of your job, skill, specific background, and professional merit. We expect you to treat this information and any changes made therein from time to time as Personal and Confidential. Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment. In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits

and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.

In case you have any queries in this regard, you may discuss the matter with the immediate reporting manager

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Please review, acknowledge and accept the offer cum appointment letter with annexure including "Terms & Conditions of Employment" at Annexure B. These employment terms will be effective from the date of your joining the company and sets forth the terms and conditions under which



AIE SOFTWARE INDIA PVT. LTD.

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Company would employ you and your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

This offer cum appointment letter shall automatically stand withdrawn, in case we do not receive your acknowledgement and acceptance within **Two** working days.

Your joining is subject to your timely accepting the offer cum appointment letter, verification of your pre-boarding documents as per Annexure B.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,

AIE Software India Private Limited

Authorized Signatory

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same. I shall report for duty on.....

Signature:

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Annexure A

Compensation Break-up		
Name		
Grade		
Designation		
Location	Bangalore	
Description	Monthly (Rs)	Annual (Rs)
Part A		
Basic Salary	75000	900000
HRA (40% of basic)	30000	360000
Leave Travel Allowance	12500	150000
Food Coupon	2200	26400
Special Allowance	61726	740710
Part B		
Provident Fund		21600
Gratuity		43290
Part C		
Performance Linked Incentive		0
Medical Benefits		8000
Total (A+B+C)	181426	2,250,000

Note:

- 1) Each component is governed by respective rules
- 2)Based on company bottom line achievement and individual performance to be paid annually

Annexure B

TERMS AND CONDITIONS OF EMPLOYMENT

1. VERIFICATION OF PARTICULARS:

In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary/ affiliate of our client/ associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

3. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that;

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein;
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions;
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants;
- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.
- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and
- h. The terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and the terms, covenants, and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

4. DUTIES AND RESPONSIBILITIES:

- a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company and its Clients.

You are required to engage yourself exclusively in the work assigned by the company and its client and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with

suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

- b. **Non-Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the Company or any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial

share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company or its clients. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the counter market.

- e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the Client, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any two of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization

- f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.
- g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company and its clients. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its client or subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

- h. **Proprietary Rights:** You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

- i. **Safe-keeping of Company's property:** You will 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 use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a 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.

- j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of 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.
- You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.
- l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or nonpublic communication with any customer, client or member of the investment community or media or in any communication.
- m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. **Model Release :** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices

or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

- o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

5. TERMINATION OF EMPLOYMENT:

- a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of

certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

- b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.
- c. **Probation Period:** You will be on probation period for **3 months** from the date of joining. The probation period can be extended for next 1 month based on the review of the supervisor.
- d. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 60 years.
- e. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
 - i) Return to work within 7 days from the commencement of such absence, and
 - ii) Give an explanation to the satisfaction of the Management regarding such absence.
- f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving two months' notice in writing or payment of pro rata two months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving two months' notice in writing or by payment of pro rata two months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of two months, without any pay in lieu of the notice period. Notice period during probation will be **15 days** from the date of resignation.
- g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of

reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency. You may be

placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

- h. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- i. **Non-competes:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business.
- j. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining. Also, any payment done towards joining bonus will be recovered in full in the event of your separation from the company before completion of one year of joining.

6. GENERAL:

- a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

- b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company and our client publish from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in
 - i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
 - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
 - iii. You shall also not disclose non public information selectively to any particular group as it may lead to unfair advantage / discrimination.
 - iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.
 - v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Bangalore and that any dispute or suit or action or proceedings whatsoever arising out of or under this

letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Bangalore.

- e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.
- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** You are required to have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.
- j. **Documentation:** Please submit the following documents, if not submitted earlier:
 - i. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
 - ii. Three copies of your recent passport size photographs.
 - iii. Relieving letter & salary certificate from your last employer in case you are/were employed.
 - iv. Copy of Aadhaar Card / Passport / Voter ID / License / any other document for photo identity and PAN card. Copy of any Government Bill / Telephone Bill / Electricity Bill / Gas Bill / Bank Account Statement / Ration Card / Aadhaar Card / Passport/ any other document as proof of your residence.



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In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date: