

22-06-2022

Dear Jashwanth

Subsequent to the interview you had with us, we are pleased to confirm your offer of employment with HDW, and offer you the position of "Software Development Engineer I" Level L1.

On commencement of your employment, your salary will be Rs. 1200000 per annum including benefits, allowances, and perquisites as per the Company policies. The detailed break-up of your cost to company (Twelve Lakh Rupees) is attached herewith as **Annexure-A**.

This letter of appointment contains the terms and conditions (refer **Annexure C**) relating to your employment with the Company and it supersedes any previous written or verbal agreement or discussions between you and the Company in relation to your employment.

We take pleasure in welcoming you to our organization and look forward to your contribution to the growth of the organization and yourself. We wish you all the best in your career.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct.

Please signify your acceptance to the terms and conditions of this letter by signing the duplicate copy and returning the same to us for the Company's records.

ANNEXURE-A: CTC BREAK-UP

Head Digital Works Private Limited (CIN: U72900DL2017PTC325102)

Registered Office: Office No.2, 1st Floor, ASHI, 19, Rouse Avenue, Institutional Area, New Delhi- 110002

Corporate Office: 8th Floor, Atria Block, The V- Park, Software Units Layout, Madhapur, Hyderabad- 500081, India

Email ID: info@hdworks.in **Tel-** 91-40-4215 4000

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	589200	49100
Hra	235680	19640
Bonus	58920	4910
Lta	49100	4092
Special Allowance	245500	20458
Provident Fund	21600	1800
Total CTC	1200000	100000

ACKNOWLEDGEMENT

I, Jashwanth, agree to the terms and conditions stated as set out in the appointment letter and annexures annexed to the appointment letter.

I hereby confirm that I will adhere to the policies of the Company, as made applicable and revised from time to time, and discharge my duties to the satisfaction of the Company and its management.

Signature:

Date:

Place:

ANNEXURE-C: TERMS OF EMPLOYMENT

Your employment at Head Digital Works Private Limited ("The Company") will be governed by the Company's policies as modified from time to time. Copy of the present policy(ies) will be made available to you on your joining the Company. In particular, and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1. Employment

1.1. The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position in professional manner

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- 1.2. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Company from time to time. It is also understood and agreed to by the Employee that his/her assignment, duties and responsibilities and reporting arrangement may be changed by the Employer in its sole discretion without causing termination of this Appointment Letter.

- 1.3. As a part of the conditions of the employment and for the purpose of compliance with the applicable law, the Employee hereby grants the Company consent to collect, retain and process the personally identifiable information and such other information of the Employee that the Employee may provide the Company, including without limitation, the information with respect to the Employee's age, gender and ethnic origin.

2. Training/Probation & Confirmation

- 2.1. It is understood and agreed that the first 3 (three) months of employment shall constitute a probationary period for an employee having post qualification experience and 6 (six) months for a fresher from the effective DOJ during which period the Company may, in its absolute discretion, terminate the Employee's employment, without any notice or cause.

- 2.2. Confirmation shall depend upon satisfactory review of your performance, conduct and aptitude during the probation period.

- 2.3. On confirmation, the employee shall be entitled to all the benefits applicable to particular post relevant in the company from time to time as per the relevant service rules.

3. Remuneration

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- 3.1 The monthly remuneration shall be paid by bank transfer at your designated Bank A/c on the basis of your attendance.
- 3.3 The taxliability, if any, including income tax, arising on your CTC (both fixed and variable) will be your personal liability and will be governed by the applicable taxlaw.
- 3.4 The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by the applicable law.

4. Working Hours & Place

- 4.1 As a general rule, the Employee will be required to work, from Monday to Friday from 9.30 am to 6.30 pm, for such hours at the desired location of the company and is necessary to suit the Company's business requirements and for the proper discharge of the Employee's duties. However, it is clarified that if a need arises due to exigencies at work, the Employee may be required to discharge his duty for such further hours and/or on such other days as the Company may deem fit.
- 4.2 You may be required to travel to other locations, in connection with office work at short notice.
- 4.3 The Employee shall report at the Madhapur, Hyderabad, Telangana, India of the Company. The Company may, after giving the Employee reasonable notice, transfer or assign the Employee's services to any place of business of the Company.
- 4.4 The Company may also depute the Employee to any work or assign the Employee's services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

5. Relocation:

Subject to the confirmation by email, you may be eligible for relocation expenses reimbursement as per the Company policy. In the event of your separation within 12 months of joining the Company, this amount shall be paid back to the Company.

Leave Entitlement

) **Annual Leave:** Your leave entitlement and encashment shall be as per Leave Policy of the Company (as amended from time to time) by which you shall be entitled to 14 days of earned leave ("EL") for each completed calendar year of service or pro-rata. In addition, you shall be entitled to 12 days of sick leave ("SL") every year.

- All earned leaves that are un-availed at the end of half year will be carried forward until the last month of the calendar year.
- At the end of the calendar year un-availed ELs up to 10 will be carry forwarded to the next year and the balance will be lapsed.
- All SL's will be lapsed
- Total leave's that can be accumulated are 45.
- At the time of resignation, not more than 45 accumulated ELs will be encashed.

7. Holidays

7.1. The Employee shall be entitled to leaves as per the company's leave policy.

7.2. The Employee will also be eligible for public holidays, as may be decided by the Company.

8. Annual Increment

- a) Salary shall be reviewed during annual appraisals and increments will be given pro-rata depending on your date of joining and upon your performance during the year. You shall be notified of the amount of your salary entitlement for the succeeding financial year.
- b) Notwithstanding the provisions stated above, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- c) In addition to salary, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

9. Term, Notice period and Termination

9.1. **Term:** This Agreement shall be valid till last working day of the Employee duly accepted by the company or the termination of employment by the Employer.

9.2. Notice Period:

- i. Within three months from the date of joining, either party can terminate the employment by giving one month's notice or forthwith by giving one month's salary in lieu of notice, to the other party.
- ii. Post three months from the date of joining either party can terminate the employment by giving 45 days' notice period, which comprises a non-negotiable mandatory working period of 30 days' while the remainder of the notice period being negotiable on both sides.

9.3. Notwithstanding anything otherwise contained in this Appointment Letter, this Appointment Letter/the Employee's employment with the Company may be terminated by the Company without notice and/or without any payment in lieu of notice and without any other indemnities if the Company, in its sole discretion, has reasonable grounds to believe that (a) the Employee is guilty of misconduct or negligence, or has committed any breach of the terms and conditions contained herein; (b) employee has received any illegal monetary benefits, gratuities, or other types of rewards, either in cash or in kind, from any other third party; and/or (c) the Employee has been dishonest in performance of his/her duties and responsibilities. Termination of this Appointment Letter under this clause would be without prejudice to:

- 9.3.1. The Company's right to claim the actual damages it has suffered through this breach and
- 9.3.2. Any other relief to which the Company may be entitled under contract, law or equity.

9.4. Misconduct will include without limitation:

- 9.4.1. Absence from service without prior notice in writing or without sufficient cause for seven days or more;
- 9.4.2. Going on or abetting a strike in contravention of any law;
- 9.4.3. Causing damage to the property of the Company.

9.5 On termination, the Company shall not have any further liability to the Employee other than for remuneration, allowances and perquisites, which have accrued prior to the effective date of termination of employment.

9.6 Upon termination of your employment (however it arises) with the Company, you are obligated to forthwith return all assets of the Company within your possession (without any loss or damage), failing which the Company reserves the right to take appropriate legal action against you and recover the cost for such damage or loss from any pending compensation due to you from the Company.

10. Duties and Other Activities

- 10.1. The Employee shall in all respects carry out and use his/her best endeavors in carrying out the objects of the Company and protect its interest in all things to the best of his/her ability and judgment and devote the whole of Employee's time and attention to the business of the Company.
- 10.2. The Employee is not allowed to undertake other professional activity or activities that may constitute a conflict of interest with the business of the Company, except with the prior written consent of the Company.

11. Confidentiality

- (i) The Employee expressly agrees that he/she shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. The Employee shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Employee uses to protect its own Confidential Information. The Employee shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility.
- (ii) The Employee agrees at all times during the term of your employment and thereafter (without limit of time);
- To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and

- Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.
- To return or destroy (as instructed by the Company) all the proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with the Company.

I) **“Confidential Information”** means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

I) The Employee understands that compliance of these confidentiality obligations is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the Company, as and when required by the Company.

12. Intellectual Property

I) You agree that any proprietary rights whatsoever, including but not limited to, patents, trademarks, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working

hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

- b) You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or its nominees (including but not limited to waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957 or any other applicable acts).

13. Non-Compete

- 13.1 You will certify to maintain Customer exclusivity and to this end, during the validity of this Appointment Letter and for a minimum period of 1 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business, that directly competes with the kind of product/services that is offered by the Company to such client, either directly or indirectly with any of 'HDW', client or any third party exposed to you. In case you violate this provision, in addition to the paying towards the actual loss/damage caused to the Company, further necessary legal action would be initiated against you.

14. Non-Solicitation of Employees and Clients

You agree that during the period of your employment with the Company, and for two years after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:

- a) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of the Company; or
- b) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, the

business of any client, customer, potential client, potential customer, person, or entity with whom Employee had dealings as an Employee of the Company for any purpose related in any manner to the business of the Company.

- c) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.

15. Warranty

- a) You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.
- b) You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.
- c) You warrant that you will comply with all HDW applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of HDW.
- d) You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services

16. Background Verification

- a) Your employment is contingent upon background checks, verification of academic and professional credentials ("The Documents") and upon agreement to terms and conditions of the Appointment Letter. This Appointment Letter is based on the information furnished in your application for employment and during the interviews you had with us. If, at any time in future, it comes to light that any of this information is incorrect or any relevant information has been withheld, then your employment is liable to be terminated without notice.
- b) Falsification and Fabrication of the Documents - In case you violate this provision, in addition to the paying towards the actual loss/damage caused to the Company, further legal action would be initiated by the Company against you.

17. Abandonment of Employment

If the Employee is absent from work for a continuous period exceeding three working days without the consent of the Employer, or without notification to the Employer, or without just cause, the Employer shall have the right to terminate the Employee's employment under this Agreement without any notice. The 30 days' mandatory notice period is not applicable in this case.

18. Indemnification

The Employee shall indemnify the Company against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the Company in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Appointment Letter. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

20. Governing Law

This agreement shall be governed by and construed in accordance with the laws of India. All disputes shall be subject to the exclusive jurisdiction of the courts at Hyderabad.

21. ASSIGNMENT

This offer of employment is assignable/transferable within the Group (i.e. "Head Digital Works Private Limited, its affiliates and subsidiaries") or to other organizations or legal entities as a result of any corporate action. In the event of such a decision by the management, your employment will be transferred to the new organization, with existing terms and conditions.

22. General

- a) This letter contains the entire agreement between the Employee and the Company, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.
- b) All provisions regarding indemnification, warranty, liability, and limits thereon, and all restrictive covenants, including without limitation those with respect to confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Appointment Letter.
- c) Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.
- d) Any modification of this Appointment Letter shall be binding only if evidenced in writing signed by each party.

23. Employment benefits

A. Group and Accident Insurance:

You will be covered under Company's Group Mediclaim Hospitalization Insurance under which the coverage is Rs.10,00,000/- (Ten Lakhs) and GPA which is Rs. 500,000/- (as amended from time to time). The details on this policy will be made available to you at the time of your joining.

3. Car Lease:

Subject to your eligibility as per the car lease program upon completion of probation. In case an employee

resigns during the tenure of the car lease, the employee at least prior to one month of his termination or at the time of tendering resignation, whichever is earlier shall mandatorily foreclose the lease or transfer the lease in his personal name or pay the balance of the residual book value of the vehicle and have the vehicle transferred in his name directly speaking to the Leasing Company.

C. Provident Fund (PF) & Voluntary Provident Fund (VPF) Contributions

- i INR 1800 per month will be deducted from your monthly base pay, and the same will also be contributed by us and accumulated to your PF.
- ii You have the flexibility to opt-in to contribute the whole of your basic salary as Voluntary PF contribution throughout the year.

D. Gratuity:

Gratuity over and above CTC payable as per law. An employee is eligible for gratuity on completion of 5 years of continuous service in accordance with the provisions of Income Tax Act' 1961.

E. National Pension Scheme (NPS):

The Company facilitates NPS contributions via payroll to allow up to 10% of basic salary as tax exemption under 80CCD(2). This is over and above the 1.5L exemption under 80C and 50k exemption under 80CCD(1b)

F. Employee Assessment Program (EAP)

Employee assessment program is a confidential service which equips and supports you as you meet life's challenges. It offers a range of eligible self-help resources as well as personalized help from professional counsellors.

G. Learning & Development

Employee may pursue training of his/her choice (online or offline) which deems necessary for the employee to function properly in a current or future position subject to company's policy in this regard and approvals of

the reporting manager.

IN WITNESS WHEREOF the parties hereto executed two copies of this appointment letter on the dates set out below.

for Head Digital Works Private Limited



BY: Deepak Gullapalli

Title : CEO

Signature of the Employee:

Title:

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