

Date: 9th August 2019

**Mr. Kanaparthi
Nikhil
Hyderabad.**

Dear Nikhil,

We are pleased to offer you the position of “**Jr. Consultant – Software Engineer**”, with our company **ScriptBees IT Pvt Ltd**. Below are the specific terms and conditions of our offer of employment. Your appointment will be effective from your joining date, i.e **9thAug 2019**. **Please read these important details carefully, including your compensation and benefits as given below. Type your text**

Compensation and benefits: As per the enclosed - Salary Annexure I

1. Your initial posting shall be at Hyderabad. However, your services are transferable to any other department, place or office of the Company or to any subsidiary or associate company (whether or not presently existing), whether in India or abroad. Such transfer/deputation will be in accordance with the Company's rules being in force at the time. Further, once transferred, you shall be governed by the policies and statutory requirements of that location/entity/department.
2. All Salary, Benefits, Allowances and Reimbursements are subject to deduction at source as per applicable laws including Income Tax, Professional Tax, Provident Fund and ESI. If any deduction is to be made either prospectively or retrospectively pursuant to any changes made by the Government of India or the Income Tax Department in the laws or interpretations thereof, the same will be recovered from your salary or any amount due to you.
3. You will be on probation/training for a period of three months from the joining date. During the period of probation/training, you may be required to undergo periodic tests/certification/assessment conducted by the Company. Your confirmation of employment is subject to your satisfactory clearance of any test/certification/assessment to be conducted by the Company. At the end of the probation/training period, based on the report of satisfactory performance from your manager, you shall be issued written confirmation of your full time employment with the Company. If the performance during this period is unsatisfactory or if you have not cleared the test/certification/assessment conducted by the Company, the Company shall have the right to either terminate your services during or at the probation/training without any prior notice or may extend the period of probation/training for a further period as deemed fit by the Company. During probation/training, you or the Company may terminate your service at any time by giving 90 days' notice.
4. Your appointment is contingent upon satisfactory reference and background checks including verification of your application materials, criminal, drug, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete or non-solicit obligations or other restrictive clauses with any previous employers).
5. You or the Company may terminate your employment at any time, without cause, by giving 30 days' notice or basic salary in lieu thereof. However, due to exigencies of business, the Company may, at its sole discretion, reject the salary in lieu of notice and require you to serve the entire or part of the notice

period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

6. You acknowledge and admit that, by virtue of the nature of the services you are expected to render to the Company, you will, in the course of your employment, be exposed to confidential information (which expression includes but is not limited to information concerning the organization, trade secrets, intellectual property rights, business, finances, transactions, assets, employees or affairs of the Company, as well as past, present and future development, manufacturing activities, or personnel matters, marketing and business plans, technical specifications, drawings, designs, prototypes, computer programs and databases) of the Company, which is of paramount importance for the business of the Company. You further recognize and confirm that such confidential information is inextricably linked with and indistinguishable from the general knowledge and experience gained by you during the course of your employment with the Company. You therefore, agree to keep and hold in confidence and not reveal to any other person, any such confidential information, or use the same for any purpose whatsoever, other than for the purpose of fulfilling your duties and responsibilities towards the Company. You agree that you shall continue to be bound by the provisions of this clause for the duration of your employment with the Company and for a further period of 5 years from the date of the cessation of your employment with the Company for any reason whatsoever. For the purpose of this clause, the term "confidential information" shall also include any and all information and material generated or collected by or utilized in the operations of the Company, received from any third party, or suggested by or resulting from any task assigned to you or work performed by you for the Company.
7. You agree to assign to the Company, your entire right, title, and interest in any and all ideas, concepts, techniques, inventions, designs (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter referred to as "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by you, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of the Company or (b) are suggested by or result from any task assigned to you or work performed by you for or on behalf of the Company. In connection with the Developments required to be assigned as aforementioned, you will promptly disclose the same to the Company in writing and (b) you will, on the Company's request, promptly execute a specific assignment in respect of the same to the Company or its nominee, and do all other things necessary to enable the Company/its nominee to give effect to the assignment and secure a patent, copyright or other form of protection therefor in any and all jurisdictions it may so opt for. In addition, you agree to inform the Company in writing of any patent, copyright or trademark or patent, copyright or trademark application in which you are the inventor/owner but which is not assigned under this clause and which disclose or claim any Developments made, conceived or written while you are employed by the Company. You further acknowledge and agree that the Company, its licensees, assignees, nominees, etc. are not required to designate you as an author in respect of any Developments which are subject to this clause, when the same are distributed publicly or otherwise or to secure your permission to change or otherwise alter its integrity. You hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights you may have concerning modifications of such Developments.
8. You agree and acknowledge that if you were to be employed with a competitor of the Company, in a similar capacity, subsequent to your working with the Company, it would be inevitable that you would, by the nature of such employment, necessarily have to divulge such confidential information to such competitor. You, therefore agree, that your taking up employment with a competitor of the Company shall be deemed to be a breach of your contractual obligations to maintain the confidentiality of the confidential information of the Company and that, during your employment with the Company and for one year following termination of your employment with the Company for any reason whatsoever, you will not directly or indirectly engage in or associate with (including without limitation, as a sole proprietor, owner, employer, director, partner, principal, investor, joint venture, shareholder, associate, employee, member, consultant, contractor or otherwise) any competitor of the Company and/or any person (including without limitation, a sole proprietorship, partnership firm, company, body corporate, trust, association of persons, etc.) that is engaged in, or owns or controls an interest in any entity that engages in, competition with any business unit or division of the Company. You further agree that the

- Company need not substantiate any claims pertaining to such breach by way of evidence in any proceedings before any court or arbitral tribunal, in the event that you join a competitor of the Company.
9. During the employment with the Company and for one year following the termination of the employment for any reason, you will not directly or indirectly:
 - (a) hire, solicit or make an offer to any employee of the Company to be employed or perform services outside of the Company; or
 - (b) solicit for competitive business purposes any customer of the Company with which you have been involved as part of your job responsibilities during the last year of your employment with the Company. You acknowledge that the Company would suffer irreparable harm if you fail to comply with the foregoing.
 10. You will be entitled to privilege leave in accordance with the Rules of the Company in force at the relevant time.
 11. You will retire in the normal course from the services of the Company on attaining the age of 60 years, that is on the day following your 60th birthday.
 12. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Please maintain this information and any changes made therein as personal and confidential.
 13. You shall, during your service with the Company, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business and service.
 14. Information pertaining to the Company's operations and intellectual property is confidential and shall remain secret and safeguarded by you. You will also keep us informed if you are bound by any confidentiality agreement with any of your previous employers, in which case, you shall follow such /obligations and shall keep us indemnified against any breach thereof by you.
 15. If you are required to travel on Company business, you will be reimbursed for the travel expenses as per Company policy.
 16. You shall inform the Company of any change in your personal data within 3 working days.
 17. 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 the Company.
 18. Upon resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books, etc. (including but not limited to leased properties). Your accounts will be settled only on receipt of the same to the satisfaction of the Company.
 19. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
 20. You will abide by the policies, rules, guidelines and regulations of the Company (the "Rules") which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions of service which shall be binding on you.
 21. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

22. Any breach of the Rules or the terms and conditions of employment may result in termination of your services without notice or compensation.
23. The benefits provide by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.
24. You are requested to sign the duplicate copy of this letter and return the same.

For
SCRIPBEEES IT PRIVATE LTD




**HR - Manager
Hyderabad**

I agree to accept employment on the above mentioned terms and conditions.

Name:

Signed:

Date:

Annexure 1

- The CTC breakup details mentioned in the below annexure are approximately deducted. CTC Changes in the deductions are subjected as per the law.

SALARY ANNEXURE		
Name	Nikhil Kanaparthi	
Designation	Jr. Consultant – Software Engineer	
Department	IT	
CTC BREAK-UP		
COMPONENT	MONTHLY INR	YEARLY INR
Basic	3000	36000
HRA	1200	14400
Conveyance Allowances	500	6000
Medical Allowance	1250	15000
Child Education Allowance	200	2400
Professional Development Allowance	300	3600
Special Allowances	5550	66600
GROSS EARNINGS	12000	144000
STANDARD DEDUCTION		
ESI	320	3840
PF Employee (Approximately)	780	9360
PF Employer (Approximately)	780	9360
TDS (Approximately)	0	0
**Approximate Net Salary	10116	121392