



EMPLOYMENT OFFER

Date: 14th July 2016
Letter Ref# CSSIP0036

Dear Ms. S.B. V Varalakshmi

We are pleased to offer you the position **Developer** at **Codiva Software Solutions India Pvt LTD (OPC)**. The terms and conditions of your employment are provided in Annexure 1 -A, B and C. The salary details of your employment are as follows:

Job Title/Designation	Developer
Start Date & Reporting Time	20 th July 2016, Report at 10:00AM
Employee ID#	CSSIP0036
Work Location	Vizianagaram
Work Hours	Mon to Sat (10:00AM to 7:00PM)PST
Job Duties (Brief)	<p>Programming, Project management, Training & Delivery into</p> <p>PHP, Java, Python, C# .Net ZEND Framework, DJANGO Framework, Flask , Smarty Android, Accelerator Titanium JavaScript, JQUERY, CSS, AJAX, HTML, XML, Bootstrap Apache, Tomcat Dream-weaver, Eclipse, Net-beans SVN, GIT MySQL, Sq Lite, POSTGRE SQL Toad for MySQL, PHPMYADMIN, PHPPGADMIN Prestashop, Satchmo Store, X-cart, Open ERP (odoo)</p>

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|| Contact: 08922-220999/+919573436969 || USA: Phone: +1646-524-3418 || info@codivasoft.com ||



Salary & Allowances Payable (Annual/Yearly)	Basic Pay	₹1,90,000
	House Rent Allowance	₹ 30,000
	Medical Allowance	₹ 10,000
	Special Allowance	₹ 10,000
	CTC (Cost To the Company)	₹2,40,000

Regards,
Human Resource,
Codiva Software Solutions
India Pvt. Ltd. (OPC)
(P):+1-646-524-3418
hr@codivasoft.com
www.codivasoft.com



**Codiva Software Solutions India
Pvt. Ltd.**

Confidential: Annexures to offer of employment

Employee ID: CSSIP0036

Name: S.B.V Varalakshmi

Annexure 1 – A:

Terms and Conditions of Employment:

1. **Probation:** You shall be on probation period for 6 Months. Thereafter, your performance will be reviewed and if found satisfactory, your services will be confirmed by a letter of confirmation. During probationary period, your employment can be terminated by either side by giving one month's notice or one month's gross pay in lieu of notice.
2. **Deductions:** Statutory deductions, if any, will be made from your salary as per the prevailing law of the country. However, for your income tax you shall be personally responsible for filing returns etc. The company will provide you the tax deductions certificate, if applicable at the end of each financial year.
3. **Personal Leaves:** You will be entitled for 6 days medical/sick leave per annum. Your request for medical leave should be duly supported with a medical certificate signed by registered medical practitioner.
4. **Earned Leaves:** In addition to this, you will be entitled to earned leave at the rate of 12 working days per annum after completion of one year. Before completion of one year, you will be given one day per month which can be accumulated if not used. You may avail leave earned with the prior information/permission and approval of senior management.
5. **Medical Check-up:** Your appointment shall be subject to your being declared physically fit. Even thereafter, in case it is considered essential, you shall have to undergo periodical or special medical examination from such a doctor as may be nominated by the company for the purpose of determining whether or not you are medically capable of



6. carrying out your duties and if you are found medically unfit your services are liable to be terminated.
7. **Background Verification:** Your Appointment shall be effective from your Date of joining our organization. Your employment will be further subject to the verification of your credentials, testimonials and other particulars provided by you at the time of your recruitment. In case, at any stage, it is found that any information is false or misleading or any material information is suppressed. Then notwithstanding the fact that you have joined duty upon selection you will lose lien on your employment and be liable to be discharged forthwith.
8. **Notice Period/Termination:** The written notice of termination of this contract of employment will be three (3) months by either party or three months' gross salary in lieu of notice period. In case you leave your employment without giving requisite notice, no relieving order will be issued and settlement of dues will be at the discretion of the Management. The Management reserves the right to deduct, as liquidated damages, an amount equal to three months' gross salary from any amount that may be due to you and if the same is not available or is insufficient then the Management shall have the right to recover such amount as found due from you in any manner deemed fit. Prior to leaving the company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior. However under no circumstances the relieving period can be less than two (2) month from the date of acceptance of your resignation. The company may also terminate your employment without notice and without payment in lieu of notice period in the event of misconduct. Without prejudice to the generality of the scope of the term 'misconduct' the following events shall amount to misconduct:
 - i. Committing any act of indiscipline
 - ii. Found in breach of your obligations under:
 - a) Individual Confidentiality and Access Undertaking
 - b) Code of Business Ethics and Conduct
 - iii. Noncompliance with any of the terms & Conditions of your employment or instructions /regulations issued by the company from time to time.
9. **Code of Business Conduct Terms:**



- a) That you shall strictly abide by the rules, regulations, office order and instructions issued by Senior Management from time to time.
- b) That during your employment with us, you shall not work anywhere else directly or indirectly, part time, or full time, honorary or in any other capacity without written approval of Senior Management and you shall not disclose to anybody any confidential information available to you in the course of your employment with the company.
- c) Any instance of improper conduct, misconduct, gross negligence or abandonment of the position to which you have been appointed shall constitute sufficient grounds for immediate dismissal. In such an event, payment of salary and all other payments shall cease as per the date of this dismissal. Improper conduct shall be deemed to include direct or indirect participation by the employee or authorized agents in any political activity in any country or in any professional or business undertaking or activity that could lead to a conflict of interest.
- d) **Non-Disclosure:** You shall not divulge, communicate or pass on any information in any form, related to any aspect of the company to anyone outside the company. You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential. The expression "Confidential Information" refers to all and/or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company. You agree that all Confidential Information is the exclusive property of the Company and you will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the company.
- e) **Professional Ethics:** You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility



occupied by you. Please deal with the company's money, material and documents with utmost honesty and professional ethics.

- f) **Company's Copyrights:** All works such as development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the company, with your involvement shall be the property of the company. The copyright for such works shall be with the company and you will not have any claims on the same of any nature whatsoever.
- g) **Non-Solicitation Of The Employees To The Company:** You agree that during your employment and after your employment with the Company ends, whatever the reason of such termination, you will not, directly or indirectly, aid, solicit or induce any employees, directors or officers of the Company to leave the Company for employment or other relationship with any entity that is involved in any aspect of the business of the Company.
- h) **Company Policies:** You agree that as part of your job responsibilities, you will follow the guidelines, standards, rules, policies and practices of the Company prevailing from time to time. You agree that the Company may change any of the Company's guidelines, standards; rules, policies and practices from time to time, and that such change will apply to your job responsibilities and be binding on you after the effective date of the change. Such changes may affect or result in a modification of the terms and conditions governing your employment which are set out in this or elsewhere, and you shall be bound by such changes as long as they are permitted by law. For the avoidance of doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Appointment Letter shall be read subject to such legal obligations. You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations under this Appointment Letter. Kindly note that any action of yours, contrary to any of the above mentioned clauses shall render you liable to termination with immediate effect, notwithstanding any other terms and conditions of your appointment.



- i) **Abandonment:** Absence from work for a continuous period of ten days or when overstayed for a period of ten days after expiry of sanction leave, shall make you lose your lien on the job and you shall be liable to be discharged after giving an opportunity of hearing.
- j) **Retirement:** You will retire in the normal course, from the services of the company on attaining the age of superannuating that is, on the day following your 60th birthday.

Please check the box shown below and sign this annexure confirming your acceptance of the above terms and conditions of appointment and return it to us for office records.

Yours faithfully,

For **Codiva Software Solutions India Pvt. Ltd (OPC)**

Accepted on Date: 15/07/2016

Signature: _____

Signature: 

Executive Name: Mr. Lava Kumar

Emp Name: S B V Varalakshmi

Designation: Director/Mobile Development

Designation: Software Developer



Annexure 1 – B:

This is a summary of some benefits & entitlements, which are subject to change as per applicable laws and management discretion. In case of any clarification please contact Human Resources.

Working Hours

Normal working hours are from 0900 hrs to 1800 hrs, Monday through Saturday with half an hour lunch break from 1300 hrs to 1330 hrs.

Leave & Holidays

The Company has 12 festival/public holidays, which are announced in advance every year. The list of holidays varies depending on the location.

1. **Personal Leaves:** You will be entitled for 6 days medical/sick leave per annum. Your request for medical leave should be duly supported with a medical certificate signed by registered medical practitioner.
2. **Earned Leaves:** In addition to this, you will be entitled to earned leave at the rate of 12 working days per annum after completion of one year. Before completion of one year, you will be given one day per month which can be accumulated if not used. You may avail leave earned with the prior information/permission and approval of senior management.

Expenses

The company provides facility to claim the expenses spent for travelling (by Train or Bus only) to visit client for business purpose which should be approved by the management prior to spending the expense. Local travel in base location cannot be claimed.

Annexure 1 – C:

Documents Required On The Date Of Joining:

Original Photocopy

- Relieving letter from all previous organizations/Resignation Acceptance letter.
- Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)
- Secondary (Xth) Pass certificate
- Senior Secondary (XII th) Pass certificate
- University Degree
- Post-Graduation Degree (if any)
- Other Relevant certificate
- Identity Proof – Passport or Driving License and PAN Card for Bank account opening
- Passport size photographs in all (03 Nos)
- Previous Form-16

Please ensure that all the above mentioned documents are produced at the time of joining. Not Able to produce this could result in delay in appointment into the organization.

Regards,

Human Resource,
Product Development,

Codiva Software Solutions

INC, (P):+1646-583-2836

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EMPLOYEE NON-COMPETE AGREEMENT

For good and valuable consideration the receipt of which is hereby acknowledged, S B V Varalakshmi (Employee) S/D/W/O L. Krishna Rao, the undersigned Employee hereby agrees not to directly or indirectly compete with the business of Codiva Software Solutions Pvt. Ltd. (OPC)(Company) and its successors and assigns during the period of employment and after the termination of employment and notwithstanding the cause or reason for termination.

Employee shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage during the term of employment.

Employee acknowledges that Company may, in reliance of this agreement, provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend globally of Company's present location and shall be in full force and effect for lifetime, commencing with the date of employment termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Employee Name: S B V Varalakshmi

Employee Signature: [Signature]

Date: 15/07/2016

Place: Vishalapatnam.