

**Privileged and Confidential**

**Date: 8<sup>th</sup> September, 2021**

**Mr. Mahesh Kumar Vaka  
Flat # 103, Ananya Enclave, Muttemsetti Palem,  
Tenali, Guntur (Dt). AP - 522201.**

**Sub: Your appointment as Senior Technical Associate**

**Mr. Mahesh,**

**Further to your letter of offer dated 3<sup>rd</sup> September, 2021, we are pleased to welcome and appoint you as Senior Technical Associate with Evoke Technologies (P) Ltd. (the "Company") with effect from 8<sup>th</sup> September, 2021.**

**The terms and conditions of your appointment are given in Annexure B enclosed with this letter of appointment.**

**Your annualized Total Compensation (TC) will be Rs. 21,00,000 (Twenty One Lakhs Only) which shall be inclusive of all benefits.**

**Please sign the enclosed copy of this letter as your acceptance of the terms and conditions of employment with our Company and return it to us for our records.**

**We are delighted to have you on board and wish you a successful career with the Company.**

**for Evoke Technologies Pvt. Ltd,**



**Ramesh Mantana  
Vice President-Human Resources & Operations**

**Encls:**

**Appendix A- Salary Structure**

**Appendix B- Employment Terms & Conditions**

Annexure-A

COMPENSATION BREAK UP		
NAME: Mahesh Kumar Vaka	 <p><b>EvokeTechnologies</b></p>	
DESIGNATION: Senior Technical Associate		
BAND: B2		
DATE OF JOINING: 8 <sup>th</sup> September 2021		
TYPE: Fixed	PER YEAR	PER MONTH
<b>Earnings</b>		
Basic (50% of CTC)	₹ 1,050,000	₹ 87,500
HRA (40% of Basic)	₹ 420,000	₹ 35,000
LTA (8.33% on Basic)	₹ 87,465	₹ 7,289
Professional Pursuits (10% of Basic)	₹ 105,000	₹ 8,750
Special Allowance	₹ 365,430	₹ 30,453
<b>Gross Salary</b>	<b>₹ 2,027,895</b>	<b>₹ 168,991</b>
<b>Employer Contribution's</b>		
EPF (12% on All allowances except HRA + Basic) / (Wage Limit 15000)	₹ 21,600	₹ 1,800
Gratuity (4.81% on Basic)	₹ 50,505	₹ 4,209
<b>Cost To Company (Fixed)</b>	<b>₹ 2,100,000</b>	<b>₹ 175,000</b>
<b>Employee Contributions (Deductions)</b>		
EPF (12% on All allowances except HRA + Basic) / (Wage Limit 15000)	₹ 21,600	₹ 1,800
PT (As per state govt. of Telangana)	₹ 2,400	₹ 200
Income Tax (As per Income Tax Act 1961)		₹ 0
<b>Total Deduction</b>	<b>₹ 24,000</b>	<b>₹ 2,000</b>
<b>Net Pay</b>	<b>₹ 2,003,895</b>	<b>₹ 166,991</b>
*Net Salary varies based on Incomed Tax		
*Gratuity will be paid to Evoke Gratuity Trust and which is paid to employee as per Gratuity Act.		
*Any Tax Liability arising out of above compensation structure would be borne by employee		
*Conveyance Allowance and Medical Allowance are considered as standard deduction of 50,000/- per annum and you are allowed to claim fuel reimbursement (car registered on the employees' name), Conveyance allowance will not be applicable as per Amended Finance Act 2018. Fuel Reimbursement is based on the CC of the car. Rs.1800 IF the CC of the car is less than 1600. Rs.2400 If the car CC is more than 1600. Additional Rs.900 can be claimed towards driver's salary.		
* This structure can be changed if any authorities notified to change		

for Evoke Technologies Pvt. Ltd,




**Ramesh Mantana**  
Vice President-Human Resources & Operations

## **Annexure B- Employment Terms & Conditions**

### **Location / Transferability**

Your services are presently placed at our Hyderabad, Telangana office. Your services may be transferred to any other department (s), subsidiaries, associate companies or joint ventures of the Company at any other location, based on the mutual agreement between yourself and the Company. Any such changes in assignment or transfer will not automatically entitle you to any additional remuneration, allowance, compensation, or other sum in respect thereof.

### **Background Checks**

The Company may, at any time, or as part of the joining formalities, conduct reference/background checks of your candidature (including but not limited to previous employers, educational qualifications, etc.). If at any point of time during your employment, it appears or becomes known to the Company that the statement(s)/particulars/information furnished by you at the time of joining is/are found to be false or misleading or the Company finds that any information was concealed or suppressed by you, or if the Company during the course of the background check receives any adverse report against you, which in the opinion of the Company, may prove to be detrimental to the interests of the Company, then, the Company shall have the right to take any action as it deems fit in its sole discretion including, termination of your services with immediate effect, notwithstanding, any other terms and conditions stipulated herein. The Company in such case(s) including misrepresentation, suppression or concealment of information, retains all its rights to initiate appropriate legal action- civil and/or criminal against you before any forum(s) of law and as it deems fit.

### **Salary and Emoluments**

With effect from the date of your joining you will be paid a total compensation package as stated in Annexure-A of this Appointment Letter, which may be revised by the Company from time to time. Any increment payable shall be at the sole discretion of the Company as per the Company policies and shall depend on time bound, efficient and satisfactory discharge of your duties and evaluation of your performance by the management. All payments made by the Company to you are based on the cost to company basis subject to tax in accordance with applicable laws.

### **Insurance**

You will be entitled to Group Medical Insurance benefit as provided to the employees by the Company.

### **Reimbursement of Authorized Expenses**

The Company will reimburse authorized reasonable expenses that you incur on Company business during the course of your employment. Any claim(s) for expenses will be settled subject to the Company's Policy/ies from time to time after obtaining approval from the authorized officials of the Company in writing. The claim(s) shall be substantiated with reasonable proof of the expenditure. Under no circumstances, you shall authorize your own expenses. All claim(s) shall be truthful and backed by valid evidence. If the Company at any point of time finds that the claim(s) are false or forged/misrepresented, it may initiate disciplinary proceedings against you under the applicable law and Company Policy/ices.

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## **Duties and Responsibilities**

- a) During the entire term of your employment with the Company you shall work diligently and to the best of your ability and devote whole of your time and attention to the service of the company and as may be directed by the management from time to time.

For this reason, during the term of your employment, you must not (without the company's prior written consent), directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise).

You may, however, without the company's prior written consent, make and manage personal business investments of your choice (provided you are not owning more than 5% of the outstanding stock of corporation of any class which is publicly traded, so long as the employee does not have any active participation in the business of such corporation), or teach at educational institutions and deliver lectures, or serve in any capacity at civic, educational or charitable organizations, or any government entity or trade association provided such activities and service do not interfere or conflict with the performance of your duties to the Company under this terms and conditions or which may be detrimental to the interests of the Company.

- b) During the course of your services to the Company and at all times thereafter, you shall not make any statement that is professionally or personally disparaging about, or adverse to, the interests of the Company, or any of its affiliates, group companies, or of its/their officers, directors, shareholders or employees including, but not limited to, any statement that disparages any person, product, service, financing, financial condition, capability or other aspect of the business of the Company or any of its officers, directors, shareholders or employees. You further agree that during the course of your employment with the Company and at all times thereafter, you will not engage in any conduct that is intended to or has the result of inflicting harm upon the professional or personal reputation of the Company or any of its affiliates, group companies or any of its officers, director, shareholders or employees.
- c) You shall not be authorized to enter into any contract or make any commitment or sign any document in the name of or for or on behalf of the Company except as may be expressly authorized by the management in connection with performance of your duties with the Company. Also, you shall not incur on behalf of the Company any expenditure in excess of such sum as may be authorized from time to time.
- d) Your key responsibility areas shall be as provided by the Company from time to time and further the Company has the sole discretion to modify your key responsibility areas or designation as it may deem appropriate without assigning any reason and you will be expected to undertake all such responsibilities that may be assigned to you by the Company from time to time.
- e) You will be responsible for safekeeping and return in good condition and order all of Company property, which may be in your use, custody or charge.
- f) You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products/services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the written permission from the Company.

- g) You will be required to maintain utmost secrecy in respect of project documents, commercial offer, design documents, technology, software packages license, Company's policies, Company's patterns and Company's human assets profile.
- h) You will be required to comply with all such rules and regulations as the Company may frame from time to time. You shall do all acts and things required to be done to maintain and carry on the business of the Company according to the policy and regulations laid by the Company and the direction/instructions given to you by the Company from time to time.

### **Personal Information**

The personal information you provide to the Company during your recruitment process and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of this information to other parties as may be required by government authority or authorized by law to receive it. You have the right to access and correct personal data that the Company has which relates to you. Any request for personal data access or correction should be addressed to the human resources department. You shall keep the Company informed of any change in your present or permanent address.

### **Hours of Work**

You are required to put in minimum 9 hours of work per day. Your hours of work and shift timings will be communicated to you as per current operations of the Company. This would be equivalent to five working days per week. However, the Company may require you to work any time, including in shifts, at the sole discretion of the management, and if it so requires on all days including Saturdays, Sundays and Holidays. The Company reserves the right to initiate disciplinary action against the employee up to and including termination if the minimum hours are not maintained as per the company policies.

### **Leave**

All employees are entitled to 17 days of annual leave in a year. Leave will be credited on a pro-rata basis from the date of your joining.

Unauthorized absence or absence without permission from duty for a continuous period of 3 working days would lead to disciplinary action. The Company in such case(s) retains all its rights to initiate appropriate legal action- civil and/or criminal against you before any forum(s) of law and as it deems fit. <sup>[1]</sup><sub>SEP</sub>

### **Non Performance**

Effective monitoring of performance would be done from time to time. If the associate does not meet the performance objectives within the defined timelines an associate would be put in Performance improvement plan or necessary action would be taken as deemed fit by the reporting manager.

### **Age of Superannuation**

In the normal course of employment, you shall superannuate/ retire from the services of the Company on attaining the age of fifty-eight (58) years. Your date of superannuation shall be calculated on the basis of the proof of age being, school leaving certificate or birth certificate, submitted by you at the time of joining, as per the Company's records. Retention of your services beyond the age of superannuation will be entirely at the discretion of the management of the Company.

### **Intellectual Property**

You acknowledge that all Materials you create or develop in the course of your employment, (whether or not during normal working hours or regardless of the form they take), that are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned to you by the Company or result from use of premises or equipment owned, leased, or contracted for by the Company, will belong to the Company and the Company will be considered their author or producer. If, for any reason, you are considered the author or producer of these Materials, you shall hereby assign to the Company all rights, titles and interests you may have in them.

Without prejudice to this provision, you confirm that that you have declared to the Company all of your business interests, including Materials, existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Company. If these interests change during the term of your employment, you will promptly notify the Company.

Materials for the purpose of this clause would mean all improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by you, either alone or jointly with others,

### **Confidentiality**

You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company) constitutes a breach of your employment.

You also acknowledge that the information you acquire about the Company in the course of your employment with the Company, is highly confidential. You agree during the term of your employment hereunder and thereafter, not to use such information for any purpose other than for the sole benefit of the Company and you agree not to disclose any such information to any third party without the prior consent of the Company.

Further, you are required to sign an agreement with the company on "confidential information and intellectual property rights". The terms of this clause shall survive for a period of three (3) years after the termination of your employment

### **Information Security and Data Privacy**

You agree that you will (i) adhere to security practices as per the security policy of the Company as applicable to your employment, (ii) refrain from carrying any media / storage devices such as floppies / CDs / DVDs / USB drives inside the Company premises.

You are authorized to use the email ID provided to you by the Company only for internal communication and / or for communication with clients and / or customers we are dealing with on regular basis. You are also authorized to use the email ID to communicate with vendors on behalf of the Company.

You recognize and agree that you have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including without limitation, stored computer files, email messages and voice messages) and that your activity and any files or messages on or using any of those systems may be monitored at any time by the Company without any notice to you.

You also agree that such measures are fair and reasonable and are not infringement of your privacy but the implementation of the policy of the Company including the security policy.

Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company) constitutes a breach of your employment and the Company shall take any action, in its sole discretion, as it deems fit.

#### **Notice Period**

- (a) In the event of resignation during probation period either parties have to serve a notice of 30 Days.
- (b) After your confirmation, your services are liable to be terminated by giving 60 days' notice in writing by either side to the other. In the event of requisite period of notice not being given, the Company will be liable to compensate proportionately to the extent of salary and allowances due for the period of shortfall in notice period. However, it shall be at the sole discretion of the Company to allow you to compensate by salary in lieu of the above said notice period.
- (c) Notwithstanding any of the provisions contained in this letter in case of any of the following, i.e.,
  - (i) In the event of you committing any criminal offense or indulging in activities which amount to moral turpitude that causes material harm to the affairs or reputation of the Company which is not remedied within ..... days of notice thereof or
  - (ii) acting against the interests of the company adversely prejudicing and doing or failing to do anything which adversely prejudices the interest or reputation of the Company or its affiliates/ associate organizations;
  - (iii) serious misconduct dishonesty, misappropriation, fraud, intemperance, incivility or any subversive act or gross incompetence or insubordinate behavior or refusal to carry out lawful orders in accordance with relevant laws or any material breach of this contract/code of conduct/organisation policies as framed from time to time;
  - (iv) being convicted of a serious criminal offence or becoming insolvent;
  - (v) becoming addicted to or habitually remaining under the influence of alcohol or any harmful drug, the possession of which is restricted/controlled by law, on your part as decided by the management;



- (vi) becoming of unsound mind or becoming incapacitated by illness, injury or otherwise from performing duties for a continuous period of 2 (Two) months;
- (vii) habitual absence without leave or absence for a continuous period of 3 days, including absence when leave though applied for but not granted and when overstayed for a period of 3 days in case of sanctioned leave without any sufficient of proper explanation;
- (viii) harassment, sexual harassment, indecent or offensive behavior;
- (ix) Dishonesty, theft including abuse of any of the organization benefits/ schemes

the Company reserves the right to terminate your service forthwith without any notice and without being under any obligation to pay any further sums, whether by way of compensation, damages or otherwise in respect of or in lieu of any notice period and notwithstanding that the Company may have allowed time to elapse or on any former occasion may have refrained from exercising or waived such right.

Further, it is expressly agreed by you that in the event of any disciplinary proceedings being initiated or conducted against you as per the applicable Company policies or under any applicable provision of law you undertake to abide and oblige by such process and proceedings and fully cooperate with the management in completion of the same.

- (d) Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company from amounts owed to you by the Company.
- (e) In the event of termination of employment due to death or disability, then, the employee or his/her heirs (upon death) shall be entitled to receive all the sums due in accordance with the Company's payroll policies. For the purposes of this section, disability shall mean, the failure of the employee to render for two (2) consecutive calendar months, or for shorter periods aggregating to ninety (90) or more business days in any twelve (12) month period, the services contemplated by this agreement which a physician selected by the Company or its insurers (and reasonably acceptable to the employee or the employee's legal representative) determines in a written report to the Company that such physician has reasonably determined that such failure is due to mental or physical illness or injury.
- (f) No salary, bonus or incentives shall be payable after the effective date of termination.
- (g) Notwithstanding anything mentioned herein above, if you reach the age of retirement before completion of the notice period, the notice period shall automatically get reduced so that your last working day coincides with your retirement day.
- (h) Upon termination of this contract for any reason, you shall return all the Company and client information and data (including copies thereof) in your possession and also hand over all the official assets and property in your custody.

You agree to fully cooperate with the Company in all matters relating to the execution or completion of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company following any termination of your employment. You shall also cooperate in the resolution of any dispute, including litigation of any action, involving the Company that relates in any way to your activities while you were in employment with Company.



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### **Non-competition**

You acknowledge that during the course of your employment with the Company, you will become familiar with the Company's trade secrets and with other confidential information concerning the Company and that your services will be of a special, unique and extraordinary value to the Company. You agree that during the term hereof and for one (1) year thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or engage in any business competing with the business of the Company or its associates.

### **Non-Solicitation**

You shall not, within one (1) year after the date of termination of your employment with the Company, recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as a representative of the Company, to join you in providing services to or be employed by any business activity in which you shall be involved.

### **Standard of Business Conduct**

This letter incorporates the Company's employment guidelines and the standards of business conduct of Evoke Technologies Private Limited, and the same may be amended from time to time by the Company with prior written intimation. By signing this letter, you agree that, you will regularly visit the intranet of the Company and apprise yourself of the existing policies and procedures.

### **Service Agreement**

On your joining the services of the Company, if the nature of your services so require, you will have to execute a service agreement with the company. Both the terms of this appointment letter and any such service agreement that, may be signed by you shall be read together.

### **Precedence**

In the event of any inconsistency between this appointment letter and the service agreement or the employment guidelines or the standards of business conduct, as the case may be, the terms and conditions of the service agreement shall prevail. In the event of any inconsistency between the employment guidelines and the standards of business conduct, the standards of business conduct shall prevail.

### **Jurisdiction**

Any dispute arising out of or any dispute regarding the interpretation of these employment terms and conditions construed and agreed to between the parties herein shall be subject to the jurisdiction of the courts in Hyderabad, Telangana.

### **Miscellaneous**

Any claim against the company shall be brought within six (6) months of your date of relieving from the company.

- (a) You shall not pledge / use the Company's name for personal purposes unless otherwise authorized by the Company.

- (b) The Company shall not be responsible and liable for any actions committed or executed by you in your personal capacity within or outside the office during the course of your employment with the Company. All actions arising out of such actions shall be your sole responsibility.
- (c) You shall not give / receive any gift or cash equivalent of the same unless otherwise authorized by the company. You must not let any outside interest or affiliation inappropriately conflict with the interests of the Company or interfere with the independent exercise of your judgment. Your obligation is to conduct work at the Company in an honest and ethical manner, including the ethical handling of actual, apparent and potential conflicts of interest between personal and business relationships. Many situations can give rise to conflicts of interest, including, but not limited to:

\* Providing, accepting or soliciting bribes, kick-backs or other incentives designed to influence anyone's judgment on behalf of the Company, or

\* Using Company employees, property, services, equipment, information or other assets for personal gain or benefit. Before engaging in any conduct that creates an actual, apparent, or potential conflict of interest, you must fully disclose the facts and circumstances involved to your Company's contact.

- (d) All remedies of the either party whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- (e) If any provision of this terms and conditions of employment is held to be invalid or unenforceable to any extent, the remainder of the provisions shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- (f) The termination of your employment, for whatever reasons, shall in no event terminate or prejudice any provisions of this letter which by its nature is intended to survive termination of your employment.
- (g) The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of these terms and conditions.
- (h) Any notice or other communication to be given during the course of your employment by either party hereto to the other shall be in writing and shall be deemed effective.
- Upon personal delivery, if delivered by hand to the employee or the Company; or
  - 5 days after the date of deposit in the mail, if mailed by certified or registered mail; or
  - On the same business day if mailed by an overnight courier service or if sent by electronic mail with read receipt/ facsimile transmission.

We wish you the best of luck and invite you to our exciting team of employees in the Company. In the event you require any clarifications, please feel free to contact us at [hrteam@evoketechnologies.com](mailto:hrteam@evoketechnologies.com)

The above terms and conditions are based on company policies, procedures and other rules currently applicable and are subject to amendments from time to time. I agree that I will abide by all other rules and regulations of the company as shall be in force, from time to time.

I have read the above terms and conditions of employment and do hereby confirm adherence to the same.

**Name: Mr. Mahesh Kumar Vaka**

**Date:**

**Place: Hyderabad**

**Signature:**