



Awok Online Services Pvt. Ltd.
www.awok.com

14-May-2019

Mr. Sanagari Prasanth,
Bangalore, India.

Offer & Appointment Letter

Dear Prasanth,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a role of **QA-Tester** with **Awok Online Service Pvt. Ltd** (Awok.com). Your location of reporting is **Bangalore, India** and the scheduled date of your joining the Company is **1 June-2019**.

The terms and conditions of our Offer of Employment to you are as follows:

1. Compensation

Your "*Annual Total Cash Compensation*" will be **INR. 4,91,400 (Rupees four Lakhs ninety-one thousand and four hundred rupees Only)**. Please refer Annexure-A for details.

2. Working hours

You will be required to work **Monday – Friday** 10:00 AM -7:00 PM with **Saturday & Sunday** being your days off.

(a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.

(b) Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Awok.com or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information.



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Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

(c) Conflict of Interest

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company.

(d) Confidentiality / Non-Disclosure:

(a) You are expected to maintain utmost secrecy regarding the affairs of Awok.com and its clients and shall keep confidential any and all data, information, instruments, documents, methodologies, tools, structure, business or trade secrets, formulae etc., relating to Awok.com and/or its clients that may come to your knowledge as an employee of Awok.com, during the tenure of your employment with Awok.com and at any time thereafter. During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of Awok.com. You shall execute / sign such other non-disclosure agreements as and when required by Awok.com.

(b) You must return to the Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to the Company or which refer to any confidential information and which are in your possession or under your control.

(c) You must, if requested by the Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

You shall execute / sign the Confidentiality Agreement as and when required by Awok.com.

(e) Exclusivity of Services, Publications, Gifts:

You shall devote all work efforts exclusively to the Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of the Company.

Any publications and lectures by the Employee on topics relating to the Company's business or interests shall be subject to the Company's prior written consent.



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The Employee agrees, without the Company's prior written consent, not to accept or demand loans, gifts, other benefits, of promises thereof, from the Company's clients or other persons with whom the Employee has official or business contacts in the context of the Employee's activities for the Company.

1. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training /deputation / secondment / transfer / assignments to sister companies, associate companies, or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

3. Probation/Notice Period/Termination of Employment

(a) You will be governed by the Office Rules and Regulations in place in the company. You will be on probation for a period of six months.

(b) You would need to serve the notice period of 2 months as per company policy should you decide to leave the Company during the probation period. After confirmation of employment with the Company, the notice period is of 3 months (for Managers and above and equivalents or any critical position). In case you fail to serve the full notice period of 3 months after probation, the company reserves the right to recover your salary in lieu of no of days shortfall in your notice period.

(c) The company reserve the right to terminate your services without prior notice. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, misbehavior or non-performance, Company may terminate your services with immediate notice. The Company shall have the right to suspend you on full pay and benefits pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances (if proved) would entitle the Company to dismiss your services summarily.

(b) In case of Associates who are governed by service agreements for serving a minimum stipulated period, the associate can exercise option under the clause **3(a)** only on their completion of the stipulated service period agreed to and provided therein.

(b) Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In



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such case your employment shall automatically come to an end without any notice of termination.

(c) You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and Conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(d) Reference check will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the company or if the information furnished by you is not true, the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

4. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Professional/ Technical skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, later, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

5. Company Policies

All Company Policies (including access to office premises, mails, computer facilities, email and others) are available on the Intranet. You are advised and instructed to go through these policies and strictly adhere to them.

6. Performance

(a) Your impending raises or promotion or any other wage increase shall be based on merit seeing your periodic and consistent inclusive performance, business conditions and other parameters fixed from time to time at the carefulness and evaluation of the management and shall not be considered merely as a matter of right.

(b) Your Position as a Senior Professional in our organization must ensure and guarantee that projects and programs are scheduled according to scope, agenda, budget, strict coding, best practices and performance quality standards



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7. Personal Indebtedness

Awok.com shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Awok.com. You understand and accept that you shall have no authority to pledge the credit of Awok.com to any person or entity without AWOK.com' prior written authorization.

8. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Accesses to these are authorized through access privileges approved by Higher Mentors.

Escalation/Exception Reporting

(a) A set of areas/jobs to be carried out by each function/department will be decided.

(b) For each area/job - a suitable policy will be formulated/evolved.

(c) For every policy - standards of measurement will be laid down.

(d) Goals for year/quarter/month will be periodically reviewed.

(e) Deviation if any regarding policies or standards will be monitored and brought up for discussion in review meetings if such deviation could wait till review meeting.

(f) Alternatively, if such deviation will pose a threat and if it is not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to next level.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing the Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten, the Networking &



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Communication Group is to be contacted to reset and allow you to use a new password.

Unauthorized Software

You shall not install, download, copy, and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

9. Intellectual Property Rights

All intellectual property rights, including but not limited to, Patents, Copyrights, Designs, Trademarks and Semiconductor chips developed by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be work made for hire. You shall execute/sign such documents for assigning. Such Intellectual property, as and when required by the Company. The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

10. Retirement

This agreement automatically stands terminated on the day on which employees reach the age of retirement as per Indian law and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

11. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

12. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through Awok.com to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.



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Annexure – A

Full Name: Sanagari Prasanth.	Designation: QA-Tester		
D.O.J: 1 June 2019	Department: IT		
CTC Break -Up			
Head	Monthly	Yearly	
Basic Salary	16380	196560	
House Rent Allowance	8190	98280	Subject to Bill Submission
Conveyance Allowance	1600	19200	
Medical Allowances	1250	15000	
Special Allowance	13530	162360	
Total Gross (A)	40950	491400	CTC Per Annum
Standard Deductions			
Provident Fund (P.F)	1966	23592	
Professional Tax (P.T)	200	2400	
Employee State Insurance (E.S.I)			
Total Deduction (B)			
Net Salary (Monthly) (A - B)	38784	465408	

Sincerely,
For and on behalf of;
Awok Online Services Private Limited

Mr. Deepesh Menon
General Manager - India Operations

I, _____ have read, understood and agree to the term and conditions as set forth in this offer letter.

Signature _____

Date _____