

June 01, 2022

**Abhishek Mishra,**  
07, Banjari Nagar, Ward -11,  
Shavanbhata, Birgaon,  
Raipur (CG), 492001

**Sub: Offer of Employment**

Dear Abhishek,

Thank you for investing your time to pursue an opportunity with Gloitel.

We are delighted to offer you an employment opportunity as **Technical Help Desk** with Gloitel Consulting Pvt Ltd, Raipur.

Your employment shall commence with effect from **10<sup>th</sup> June 2022** or your actual date of joining. In the event you fail to join on or before **June 10, 2022**, this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

The Company has extended this offer to you based upon your general knowledge, background, experience, skills, and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment with the Company, you will be expected to sign a Non-Disclosure Agreement ("**NDA**") in which you agree not to disclose or use confidential or proprietary information or trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

Following are the terms and conditions connected with your employment:

**1. Compensation & Benefits:**

You will receive a total compensation package of **Rs. 2, 52,000** per annum. The breakup of the compensation and benefits applicable to you is as per annexure 1.

You shall be eligible to participate in the **Provident Fund Scheme** set up by the Company in accordance with the Company Policy in this regard. The Company's contribution to the Provident Fund is a part of the Allowances.

Your next revision of the base salary will be in accordance with the merit review cycle of the Company at the sole discretion of the Company. The performance reviews occur once a year and includes eligibility to receive an annual bonus and merit increase opportunity.

**2. Reporting:**

You will report to the Head of India Software Development Operations or his nominee.

### 3. Notice period:

The notice period applicable to you would be **60 days**.

You may quit the services of the Company at any time with due notice or in lieu of salary thereof, just as the company may conclude its employment relationship with you at any time without assigning any reasons with due notice or salary in lieu thereof. The Company reserves the right to pay or recover salary in lieu of notice period and to relieve you before the expiry of the notice period

### 4. Separation:

On separation, (by retirement, resignation or otherwise), you are required to immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, or records, etc., belonging to the Company or relating to its business and shall not make or retain any copies of these items. You will also return to the Company all the assets given to you for official and / or personal use as per the various policies / schemes applicable to you as a part of your Compensation & Benefits. This would not apply to those assets or items, which you may need to buy under any of the schemes introduced by the company and availed by you.

### 5. Retirement:

You will retire in the normal course from the services of the Company on attaining the age of superannuation, which is at the end of the month following your 58<sup>th</sup> birthday.

### 6. Employment Conditions:

Your services will be governed by general service conditions as given below:

- a) **Working Hours:** Gloitel observes a 6-day week with one day as a weekly holiday. Office working hours will be 8 business hours per day that is flexible, unless otherwise stated in the offer letter and these are subject to change depending on business requirements.
- b) **Leave:** You shall be entitled to one leave per month inclusive of all categories of leave. The Company encourages you to avail planned leave, approved by your manager. Such leave should in no way adversely impact your work. You may carry forward a maximum of only two weeks of leave every fiscal year. Further, your leave balance at any given point shall not exceed six weeks. All the above entitlements shall be provided in accordance with the Company's policy in this regard and at the sole discretion of the Company.
- c) **Absence without Notice:** If an employee is absent from work for 5 consecutive working days, he shall be considered as an absconded employee and HR department shall follow the absconded employee process under exit policy.
- d) **Full Time work:** Your position is a whole-time employment, and you shall devote yourself exclusively to the business of the Company. You will not take up any other work part-time or otherwise or work on advisory capacity or be interested directly or indirectly in any other trade or business without the prior consent in writing from the Company during your employment with

the Company. The Company reserves the right to alter or allocate different responsibilities to you from time to time depending on the business needs of the Company.

- e) **Code of Conduct:** You are expected to operate with the highest degree of initiative, economy, efficiency, and responsibility. You will always act bearing in mind the best interests of the company and will at no time, do or say anything which compromises the company's goals or reputation.

The Company's standards of conduct and value system will be explained to you. These should be complied with at all times. If at any time you are found violating these standards of conduct or value systems, termination of services may be given without notice.

Further, if at any time it is found that you have made any false statement or produced false documents, your services are liable to be terminated without notice.

- f) **Transfer:** You may also be transferred temporarily or permanently to any of divisions, subsidiary or associate companies or client owned Global Operations centers or Client Transferred Global Operations centre within or outside India (Whether now existing or still to be formed). In such a case, you will be governed by the terms and conditions of service as applicable to the new assignment.
- g) **Salary Review:** Your salary will be reviewed as per the policy of the Company from time to time. The Company believes in rewarding performance and hence increments will be rewarded on merit in accordance with the Company's policy in practice.
- h) **Responsibilities:** You are expected to perform effectively to ensure achievement of required results and you will be required to work under the supervision of such officers as directed by the Company from time to time.

## 7. Termination:

a) **With or Without Cause**

Either party shall be free to terminate this employment agreement at any time during your employment, with or without cause, upon notice period prior written notice by the party desirous of terminating this employment agreement or payment of equivalent salary in lieu thereof. Provided that in the event you choose to terminate this agreement as aforesaid, the Company may, in its sole discretion, choose to accept your termination and relieve you of your duties prior to the expiry of your notice period and pay you salary for the unexpired period of your notice. If you wish to avail leave during the notice period, your notice period will get extended in proportion to the number of leaves availed during the notice period.

b) **Breach or Misconduct**

Notwithstanding anything herein, the Company shall be entitled to terminate this employment agreement, without notice, in the event you are found to have engaged in: (i) any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; (ii) any other act or omission, inconsistent with your duties; (iii) any breach of this

employment agreement, the NDA or the Company policy; and, or, (iv) unauthorized absence beyond a period of four (4) days.

**c) Termination for poor performance**

The Company may at its sole discretion terminate this employment agreement, without notice, in the event that you continue to perform poorly in the discharge of your duties or in the conduct of the Company's business, despite being given reasonable opportunities to improve including but not limited to a formal performance improvement plan. Your refusal to adhere to a performance improvement plan or terms & conditions thereof, as and when required by the Company, shall amount to a breach of this Agreement.

**d) Post termination obligations**

Upon termination or resignation, whether for cause or without cause, you shall:

a. not at any time thereafter, make any untrue, disparaging or misleading, oral or written statements, about the Company or its business, in or on any medium or platform including but not limited to any electronic medium, social networking site, internet blog, interviews, etc. Further, you will not represent or permit yourself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Company, except as a former employee of the Company for the purpose of communicating with prospective employers or complying with any applicable statutory requirements; and

b. not at any time thereafter use the name of the Company or any other name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise). Additionally, upon termination or resignation of your employment, but before the last pay of monthly service compensation (final payment), a final payment and release of all claims settlement shall be drawn up and sent to you either in a physical format or electronic format by the Company or any authorized agent of the Company. The final payment is subject to any deduction by the Company of any outstanding loans or other amounts demonstrably due from you, or any withholding or deduction from any validly accrued statutory payments (to be made to you), such as gratuity, that are so withheld or deducted by the Company, due to you being found guilty of gross misconduct or such other reason as stipulated or permitted under the law relevant to such statutory payment.

**8. Non-disclosure Agreement:**

You shall enter an employee NDA as enclosed and shall be bound by all the terms and conditions contained therein

**9. Pre-condition for Employment:**

The terms and conditions laid out are pre-conditional for employment. The offer is valid only after you sign the Non-Compete and Inventions agreements at the time of issuing the offer. A copy of the agreements can be made available to you for review.

#### 10. Documents:

You are required to submit to us the following at the time of your joining:

- Photocopies of your educational qualifications
- 4 Passport size photographs
- 1 passport size photograph of dependents.
- Relieving letter from previous employer, if applicable
- Recent salary statement, if applicable
- Proof of age
- Proof of Residential Address (copy of the Passport or Driving License and Voter ID)
- PF account details, if applicable
- Income Tax deduction certificate of previous employer

We are excited to have you board with us quickly and welcome you to the Gloitel family.

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter.

for Gloitel Consulting Pvt Ltd



**Durgesh Sahu**  
Director

I have read, understood, and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

**Signature:**

**Name:**

**Date:**

**Expected date of joining:**

**Annexure A****Gloitel Consulting Pvt. Ltd.**  
**EMPLOYEE NON-DISCLOSURE AGREEMENT**

**General.** As an employee of Gloitel Consulting Pvt. Ltd. ("Gloitel"), a company incorporated under the Companies Act, 1956, and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of Gloitel.

**Non-Disclosure.** At all times, during my employment and thereafter, I will not disclose to anyone outside Gloitel nor use for any purpose other than my work for Gloitel (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Gloitel, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, (b) any information Gloitel has received from others which Gloitel is obligated to treat as confidential or proprietary or (c) any confidential or proprietary information which is circulated within Gloitel via its internal electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside Gloitel except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside Gloitel, it may be disclosed, I will consult with my manager/ managing director at Gloitel.

**Prior Employer Information.** During my employment at Gloitel, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers, or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of Gloitel, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

**Presumption of Breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Gloitel, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by me.

**Term of Employment.** I acknowledge that my employment will be of indefinite duration and that either Gloitel or I will be free to terminate this employment relationship at will and at any time with or without cause and in accordance with the Employment Agreement signed by me with Gloitel on June 10, 2022. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said Employment Agreement signed by an officer of Gloitel.

**Return of Materials.** At the time, I leave the employ of Gloitel, I will return to Gloitel all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material

on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to Gloitel.

**Non-Competition.** For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with the products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned, proprietary or confidential or trade secret information while employed at Gloitel.

**Non-Solicitation.** While employed at Gloitel and for a period of one year from the termination of my employment, I will not induce or attempt to influence directly or indirectly, any employee of Gloitel to terminate his employment with Gloitel or to work for me or any other person or entity.

**Personal Property.** I agree that Gloitel will not be responsible for loss, disappearance, or damage to personal property on Gloitel premises, or if applicable, on residential premises subsidized by Gloitel (including apartments or temporary housing). I hereby release, discharge, and hold Gloitel harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

**Intellectual Property Rights** All employees would be provided with necessary software, hardware, communication facilities, including intranet and internet access for effective completion of the assignment / work. Employees/consultants are expected to take complete ownership of the assets provided to them by the company. The respective employee shall be liable in case of any damages caused to the assets. Gloitel facilities should not be used for personal or commercial advertisements, solicitations, or promotions.

**Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

**Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this Agreement shall be the courts of India. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Gloitel the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on Friday, June 10, 2022

(Signature)

**Annexure B**
**Gloitel Consulting Pvt. Ltd.  
 Compensation Breakup**

<b>Name</b> <b>Abhishek Mishra</b>		
<b>Designation</b> <b>Technical Help Desk</b>		
<b>Particulars</b>	<b>Monthly</b>	<b>Yearly</b>
Basic	9611	115332
House Rent Allowance	3844	46128
Conveyer Allowances	1600	19200
Unified Allowances	700	8400
Performance Allowances	3467	41604
Other Allowances	-	-
Employee Contribution to PF	1153	13836
Employee Contribution to ESI	144	1728
Employer PF Contribution	1153	13836
Employer ESI Contribution	625	7500
<b>Annual Total Remuneration</b>	<b>17925</b>	<b>215100</b>
<b>Annual Total CTC</b>	<b>21000</b>	<b>252000</b>

**Notes:**

- As and when PF and other statutory Payments become applicable, the same will be adjusted against the CTC.
- Salary will be credited on or before 10<sup>th</sup> of every month in the salary account provided by the company.
- In case Permanent Account Number (PAN) is not produced, highest tax rate will be applicable to all amount in which tax is deductible at the source under the applicable Tax law
- Company reserves the rights to change the compensation structure and or compensation components from time to time