

**XP/TPOL/266**

**Date:23 Jul 2020**

To: Mousumi

Sri sai pg,46,1st Cross Road, Chikku Lakshmaiah Layout, Adugodi, Bengaluru, Karnataka,560029

**Employee Code: XP2758**

**OFFER OF EMPLOYMENT**

Dear **Mousumi**

We are pleased to offer you employment at **Xpheno Private Limited.**, (herein referred to as The Company or Xpheno) as **Front-end Engineer**, subject to the following terms and conditions:

1. Your Date of Joining will be **27 Jul 2020**.
2. Your employment with Xpheno will involve deputation to our Client/s, where you will render services to our Client, at their premises, subject to the terms and conditions of this offer letter and in accordance with the instructions received by you from us or any authorized person. You will be bound by the rules and regulations.
3. You will be deputed to our Client and will render services at **Bangalore**. Your terms of employment are exclusively with Xpheno.
4. Details of your salary the breakup is as per the attached Annexure. All payments to you such as Salary, Reimbursements/incentives, if applicable, will be made to you only by The Company by way of bank transfer to your bank account.
5. You hereby agree to be liable to the following terms and conditions:
  - a. To act/operate in a manner that is professional and in integrity, and to render services exclusively to the client you are deputed to.
  - b. To be on time, present during working hours at the designated location, and follow the working hours of the Client. In the event you would like to avail of leave, you are required to do so only on sanction of leave or prior permission. In the event you have gone on leave without information or no prior sanction, it shall be construed that you have voluntarily abandoned your duties/employment with The Company and your services are liable to be terminated immediately, without notice.
  - c. To abide by the guidelines of the Client organization, as may be prevailing from time to time and will abide to all the rules & regulations (Public holidays, timings, attendance recording, reporting structures, working hours, dress code, leave entitlement, discipline, security requirements, work ethics, targets etc.,) of the Client or Xpheno, as applicable.
  - d. To protect any property/asset entrusted to you by the Client/The Company, in the due discharge of your duties. In the event of your separation by way of resignation/termination, you are obliged to return all the company's property/assets such as access/ID card, documents, machines, data, data card, mobile, SIM card, files, books etc., that may be in your possession in good condition or reimburse the value of the same. You agree to indemnify the Client/Xpheno should there be any loss of any kind to the said property/asset.
  - e. To follow Health & Safety requirements of the Client/The Company and comply with relevant policies that are in practice at the Client Organization that you have been made aware of.

139,1st Cross Road,  
5th Block, A Cross Road,  
Koramangala, Bengaluru - 560 095.  
www.xpheno.com

Mail Id: askhr@xpheno.com

Contact No: 8296011032

CIN No. :U744999KA2016PTC098222

\*Formerly TalenTurn Private Ltd.

Adherence to the stated and relevant policies is a condition of employment with Xpheno. The Company reserves the right to take necessary action against you, if you are found to be non-compliant of applicable policies.

- f. To go through any training that may be offered by Client, from time to time.
- g. To ensure confidentiality of your salary since individual Compensation/Salary is strictly confidential between you and The Company.
- h. To officially handover your job responsibilities to your immediate supervisor or any other person nominated by the management, in the event you exit by way of resignation/termination/project closure.
- i. To not engage in acts/conduct subversive of discipline in the course of discharging your duties for the Client, within the Client's premises or outside it, or in acts that may be detrimental to the interests of Xpheno. And if found indulging in such act/s, The Company reserves the right to initiate disciplinary action as deemed fit, including immediate termination of this engagement, without any notice and without any compensation.
- j. During or after the term of this employment contract, you shall not have any lien or claim on any employment, right of any nature, whatsoever from the client/s you are deputed to, during the term of your employment with the Company. For all employment-related aspects, Xpheno shall be your Employer.
- k. **Background Verification:** You hereby authorize Xpheno to undertake any background checks directly, or through an external agency. If on such verification, it is found that you have furnished false/incorrect information/document/s, including concealment of any information deemed important for your engagement by The Company, your services are liable to be terminated, with immediate effect without any notice and without any compensation.
- l. **Non-Disclosure/Confidentiality:** You are duty-bound by the following:
  - i. You hereby acknowledge that by the reason of your services with The Company or its Client/s, you will have access to records, information, documents, reports, manuals, magnetic media and information sources deemed "Confidential Material" shall constitute the property of the Company or its Clients.
  - ii. To not withhold to The Company/its Client information, inventions, discoveries, products, designs, programs ("Proprietary Material") which you have acquired or discovered during the term of your services with the Company or its Clients.
  - iii. To not claim any copyright or ownership for the work generated by you, during your employment with The Company or from its Client/s, as such work is deemed to be Proprietary Material of the company you have been deputed to.
  - iv. To not remove from The Company or its Client's premises any confidential material, except in the performance of your duties. You shall not disclose any information that is confidential in nature, to the Client's / The Company's competitors or any unauthorized personnel during or after the completion of your services with The Company.
  - v. Violation of any of the above non-disclosures/confidentiality will amount to the breach of confidentiality and will invoke legal action by The Company/Client.

**6. Adherence to Information Technology (IT) Policy and any other Workplace Policy that may be applicable:**

- a. You shall be responsible to follow the defined IT policy of the Company and or its Client.

- b. You will exercise due diligence and follow the correct laid down operating procedures while using all the hardware including your Desk Top/Lap Top, Printer, Scanner, Photo Copier etc.
- c. You will use the allotted official Email ID for official purpose and official communication only and shall never transmit/ communicate any text, message or communication in any form which may be classified as derogatory, defamatory, leading to harassment or sexual abuse to your colleagues, subordinates, seniors or any person having business interest in your Company or its Client or otherwise.
- d. You shall also be responsible for the safety and security of the data including but not limited to various software installed/copied in your desktop/laptop for the period while such hardware/software is in your possession.
- e. You shall also keep the Company and/or its Client indemnified against any loss or damage which they may incur due to any act of your misconduct or mishandling of the said hardware and or peripherals during the term of this employment contract without prejudice to other rights and remedies available to them under any other Act or Laws in force for the time being.

**7. Separation:**

- a. **Without Cause:** In the event your employment is terminated without cause, you will be provided with 30 days written notice prior to such termination or paid 30 days salary, in lieu thereof.
  - b. **By employee:** Should you wish to leave the services of The Company, you will be required to submit a clear written notice of 30.00 to The Company, followed by handover of materials/assets mentioned above, including Knowledge Transfer to the assigned representatives. In case of failure to give such notice, you are bound to compensate by giving salary in lieu of notice for the days short of notice, in order to make good the loss suffered by The Company/its Client. Based on business requirement/exigencies, The Company may, at its discretion, reject the salary in lieu of notice and require you to serve your notice period, in part or full. You will be required to obtain a "No Objection" Certificate from the client as a confirmation of you having complied with the handover.
8. Xpheno reserves its right to terminate this agreement forthwith without notice or without payment in lieu of notice, in cases of poor performance, neglect of duty, misconduct, that could affect the interests of The Company or the Client, absences from work without justifiable reasons, a breach of terms and conditions of this agreement, a breach of the rules and regulations, business and operational procedures of the Company/Client/applicable law.
9. Termination of this employment shall not affect the obligations that have been incurred, prior to such termination, of both the parties.
10. You will automatically retire from the services of the Company on attaining the retirement age of 58 years.

**11. Conflict of interest:**

- a. You shall not during the continuance of this agreement except with the knowledge and consent of Xpheno/Client embark, engage, whether for reward or gratuity, in any activity which would interfere with the performance of your duties with the Client or which, to your knowledge would constitute a conflict of interest with the business of the Client.
- b. You shall also not solicit / seek / explore employment with the client and/or with any of the competitor during your deputation, and if found doing so the same would constitute conflict of interest and render you liable for legal action including termination of services without any notice or any salary in lieu thereof besides recovery of adequate damages etc.

- c. If you are found indulging in any conduct, behaviour and activity either in a group/ isolation, which is deemed to be against the interests of the Client/Xpheno or violation of the terms of this agreement, the same would be deemed as Conflict of Interest and render you liable for legal action including termination of services without notice, recovery of adequate damages etc.
12. You will be entitled for an Employer's Contribution under Employee's State Insurance, if applicable and Provident Fund to the extent of 12% of your PF basic salary or as applicable. You will be entitled to other statutory benefits which may be applicable from time to time, while under the duration of your employment.
- a. You will additionally be covered under the Individual Group Medical Insurance for up to 1 Lakh and Group Personal Accident Insurance Scheme to the extent of 2 Lakhs. This policy will come into effect immediately on your joining The Company, provided you have completed all the required documentation with us.
- b. You agree to assume full responsibility and submit your complete details through declaration/nomination forms such ESIC, PF, Gratuity, insurance, as applicable, in an accurate and timely manner to enable timely inclusion under the said policies. Your/your successors/beneficiaries agree to indemnify Xpheno in the event of any loss of benefit owing to non-inclusion of your data/details resulting from your negligence/delays in terms of the paper work/beneficiary nominations. Xpheno shall not incur any liability with regards to such Claims.
13. You will be eligible for leave, as per The Company policy, which will be communicated separately on your joining.
14. During your employment, you can be transferred anywhere in India to any office/branch/location of the Client or any other Client of the Company, at any point in time.
15. Any or all of the terms and conditions pertaining to your employment may be modified/changed at The Company's discretion, which will be informed to you, in writing.
16. You agree to defend, indemnify and hold Xpheno or the Client harmless from any claims, damages, liabilities, attorney fees or expenses on account of your failure to satisfy any of your obligations under this offer of employment; or for any acts of indiscipline/violation of any law or creation of any legal liability arising out of your actions.
17. **Assent to Arbitration:** Notwithstanding your place of work/residence or the place where this employment contract is signed/executed, disputes, if any, shall be referred to a sole Arbitrator appointed by Xpheno. In the event of any arbitration, it shall be conducted in English language, subject to the jurisdiction of Bangalore, Karnataka State, India; and shall be as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments made thereof shall follow Principles of Natural Justice. That the award of the Arbitrator shall be final and binding except for any saving in law.
18. This offer stands withdrawn and cancelled, if you do not report to duty within 3 days from the date of joining. It shall be construed as a rejection of the offer of employment, from your end. Hence, no obligation would arise on part of The Company in lieu of the issued employment contract.
19. In case of any breach of this agreement in general or breach of any clause in particular the Company and its Client shall have exclusive right to withhold your full & final settlement and issuance of your relieving letter without prejudice to other rights and remedies available to them under any other Act or Laws in force for the time being.

20. In addition to the terms of appointment mentioned above, your employment will also be governed by the standard employment rules of The Company. The combined rules and regulations contained in this letter and communicated to you through any associate policy handbook shall constitute the standard employment rules. You are required to read both of them in conjunction.
21. You agree to keep The Company informed of any changes in your residential address, in writing. The address you indicate will be deemed as the correct address for sending all communications from The Company and shall be deemed to have been duly served.
22. You are requested to without fail, submit the following documents at the time of your joining. Non-submission might lead to your salary going on hold.
1. Employee joining form
  2. Bank A/c No – only through Cancelled Cheque leaf
  3. Statutory Forms (ESIC if applicable, PF, Gratuity)
  4. Educational Certificates – highest education
  5. Experience/Relieving letter
  6. PAN card
  7. Aadhaar Card
  8. UAN No., if already available
  9. ESIC No., if already available
  10. Last payslip
  11. 3 Passport size photographs
  12. Current Address Proof
23. As a token of your having read, understood and acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this document and return to us to the address mentioned below, by mail/post. In the event, we do not receive your signed copy of this letter within 10 days of your joining, on receipt of your first salary from Xpheno, your employment at Xpheno shall be deemed to be accepted and in accordance with the terms and conditions of this document.

I have read and clearly understood the above terms and conditions and accept the same.

**For Xpheno Private Limited.,**

Signature: **Mousumi**



**Sundar**

**Place:** Bangalore

**Date :** 23 Jul 2020

**SALARY ANNEXURE**

Components	Monthly INR	Annual INR
Basic	30000	360000
HRA	12000	144000
Special Allowance	21135	253620
<b>Gross Earnings</b>	<b>63135</b>	<b>757620</b>
PF Employer	1800	21600
Insurance	217	2604
Employee Compensation	72	864
Gratuity	1442	17304
<b>Cost to Company (CTC)</b>	<b>66666</b>	<b>800000</b>
PF Employee	1800	21600
Professional Tax	200	2400
Total Deduction	2000	24000
<b>Net Pay</b>	<b>61135</b>	<b>758688</b>

\* Note: Net pay is subject to Income Tax deduction, if applicable, and will be as per the Income Tax Act, 1961.

\*\* Other statutory deductions such as ESIC, Employee Provident Fund, Professional Tax, LWF will be applicable as and when, and as per applicable rules.