



OFFER CUM APPOINTMENT LETTER

HR/Offer/25-26/000060

8-Nov-25

Dear Rozy,

On behalf of **Phoneme Solutions Pvt. Ltd.** Based on your applications, interviews & discussions we have had, we are pleased to offer you the position of **Telecaller** at our office in 703-7th Floor Narain Manzil, Barakhamba Road, Connaught Place, New Delhi-110001, India. You will be reporting to the Krishan Kumar at Delhi Office. Your employment with us shall be governed by the following terms and conditions. This offer will be valid till the Date of Joining **10th Nov 2025**.

1. COMMENCEMENT OF APPOINTMENT:

Your appointment is effective from the date of joining which shall be not later than **10th Nov 2025**. On the date of your joining, you are required to handover previous companies relieving letter & conduct certificate, before signing the hardcopy of this offer letter in order to complete the onboarding process headquartered at **Phoneme Solutions Pvt. Ltd.** 703-7th Floor Narain Manzil, Barakhamba Road, Connaught Place, New Delhi-110001, India. Please note that if at any point in time, the Company is of the opinion that the documents provided are false or your background verification is not satisfactory, your employment may be terminated with immediate effect.

During your period of employment, your Annual CTC will be **Rs. 2,16,000/- (Two Lakh Sixteen Thousand only) Per Annum**. For detailed breakup please refer to **Annexure A**.

Note: - "Subject to Deduction of contributions, charges and taxes at source as per the Laws/Acts of Government of India, as may be applicable from time to time".

Your employment is subject to the terms and conditions set forth in this offer letter and the rules and regulations as set out in the Company's HR policy guidelines:

- Pre-employment and ongoing screening: The Company shall conduct in its sole discretion, background and reference checks and verify your salary and employment history. Your initial and ongoing employment is conditional on the Company being satisfied that the results of the background check are compatible with the inherent requirements of your position in the Company. If in the opinion of the Company, any of your background checks, reference checks, employment history or visas etc. are not satisfactory, then the Company may choose not to commence your employment, or where you have already started, may terminate your employment immediately, with no liability to pay compensation to you for such termination.
- Termination shall be as per the terms of this agreement and the requirements of applicable law.

2. TERMS AND CONDITIONS OF EMPLOYMENT:

You shall be required to work as per the requirements of the Company/Company's client and your duties may vary depending upon the requirement of the Company's Client from time to time.

Duties:

- i. You acknowledge that, depending on its needs (including, the needs of the Group) the Company may at its sole discretion change your designation and responsibilities, and you agree to serve the Company in such assigned capacities consistent with your position in the Company.
- ii. **During the course of employment, you shall: -**
 - a. Diligently, faithfully and to the best of your skill and ability perform and discharge all the duties and functions entrusted to you by the Company.
 - b. In addition to the terms and conditions of employment set out herein, adhere to all rules, regulations, Policies, procedures, guidelines and other such items applicable to your work that the Company may from time-to-time frame/ revise/update for observance and compliance by you and the other employees.
 - c. Be aware that a violation of any such Policies, procedures and guidelines by you could lead to disciplinary actions, including termination of your employment.
 - d. Obey and comply with all lawful orders and directions given by the Company or by any person duly authorized on that behalf and faithfully obey all such rules, regulations and arrangements.
 - e. Use all the knowledge, skill and experience that you possess to the best satisfaction of the Company.
 - f. Not make any false, defamatory or disparaging statements about the Company and/or its Group Companies, or the employees, officers or directors of the Company and/or its Group Companies, during and after the term of your employment, that are reasonably likely to cause damage to any such entity or person; and
 - g. Inform the Company at once of any act of dishonesty and/or any action prejudicial to the interest of the Company, by any person, which may come to your knowledge.

For the purpose of these terms and conditions, "Group Companies" or "Group" shall mean the Company and:

- i. Any company or other person that directly or indirectly controls the Company; or
- ii. Any company or other person which is directly or indirectly controlled by the Company; or

- iii. Any company or other person which is under the common control of the same person who controls the Company.

For the purpose of this definition:

'control' means in relation to a company, the ownership by any person of more than 50% of the voting rights of that company; and 'person' means any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether having separate legal personality) or two or more of the above, including its successors and permitted assigns.

➤ **Policies, procedures, rules and code:**

You agree that during your course of employment with the Company, you shall comply with the Company's policies and procedures, rules and codes in place and any client-related policies as applicable from time to time. These policies and procedures form part of your contract of employment [and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so].

3. SALARY:

You will be eligible for company benefits which are detailed as part of your compensation structure in Annexure-A, attached along with this letter. Your basic salary will be paid according to standard payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions if applicable, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid for in satisfying all the services rendered by you under this agreement, including overtime, to the extent permitted by law. You are encouraged to independently verify the tax implications on your salary. The taxable and non-taxable components of your salary may vary based on the prevailing law as amended from time to time.

Confidentiality: Your salary/benefit-related details are strictly confidential, and the Company requires that you should not reveal/discuss the same. You shall not indulge in matters pertaining to the salary of others in the Company. During the course of your employment with the Company or at any time thereafter, divulge or disclose to any person whomsoever makes any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you.

Exclusivity: Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration or work in an advisory capacity or be interested directly or indirectly in any other trade or business during employment with the Company without prior approval in writing from the Company's management.

The Employee will be reimbursed for all reasonable expenses properly and necessarily incurred by the Employee in the performance of the Employee's Duties that are pre-approved by the Company and in accordance with the Company's policy on payment of expenses and upon submission of appropriate documentation.

If the Employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off the whole or part of such outstanding amount from any amount due and payable by it to the Employee (by way of remuneration or otherwise).

Joining Bonus (if applicable)

Joining Bonus (if applicable) is a one-time payment, which is payable according to the offer terms provided in Annexure – A, and is payable on the completion of and your continued employment for a minimum period of 90 days from the date of joining. In the event of your separation from the Company (Resignation or Termination due to any reasons) before the completion of 1(one) year from the date of joining, then the entire Joining bonus paid by the Company shall be returned by you to the Company, which the Company may also set off from any amount due and payable by it to the Employee (by way of remuneration or otherwise).

4. PROBATIONARY PERIOD:

From the date of your employment with Phoneme Solutions Pvt. Ltd. you shall initially be on probation for a period of six (6) months ("Probation Period") from the date of joining, during which your performance will be monitored by the Company. Your Employment will be confirmed at the completion of this period and the Company shall communicate the same to you in writing. However, if there is any change, the same will be communicated on or before the end of this probation period in writing. The Probation Period may be extended for a further period of 3 months by the Company at its sole discretion, keeping in view your performance.

It is hereby clarified that the Employee will not be deemed as confirmed at completion of the Probationary Period unless the Company communicates the same to the Employee in writing and if you are a confirmed employee this clause along with the termination on probation will not have any effect.

5. LEAVE POLICY

You will be entitled to leave in accordance with the Company's leave policy in the place where the employee is deployed from time to time, subject to applicable law. Absence from work, for whatever reason, must be notified to the Company as soon as possible on the first day of absence. An absence for three (3) consecutive business days without prior permission will be treated as an unauthorized absence from work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or the Company's client due to such an absence.

6. TERMINATION & NOTICE PERIOD:

- Termination during the Probationary Period:

Either Party will be at liberty to terminate your engagement with the Company at any time without assigning any reason whatsoever by means of a fifteen (15) days' notice period of termination in writing or 15 (Fifteen) days' salary in *lieu* thereof.

- Termination by Either Party:

During the probationary period and on confirmation of your services in the Company, your employment/engagement of services with the Company may be terminable by either Party by giving 30 days' notice in writing or payment in *lieu* thereof.

- If, however, you are on a particular project/assignment, which requires your completion of the same, the Company may insist upon you serve an additional notice period which shall not exceed an additional period of 30 days. The Company has the sole discretion to waive/reduce the notice period or receipt of payment in *lieu* thereof on the termination of your employment in terms of this Clause. Further for such a period, when the notice period is waived, the employer shall not be liable to pay you salary.
- Termination due to misconduct (without notice): Without prejudice to any of the rights and remedies which the Company may have against you, the Company will be entitled to terminate your employment/engagement (at its sole discretion), without notice and without any monetary liability, including payment in *lieu* of notice, and without prejudice to any other legal action that the Company may initiate, in case of you/employee having furnished false information or withheld pertinent information regarding your past service and records, any disobedience, fraud, theft, indiscipline, insubordination, incivility, insobriety, dishonesty, misappropriation, breach of the Confidential Information obligations, habitual absence without approved leaves, non-performance on the part of your employment, breach of the terms hereof, or any other serious act of misconduct or negligence on your part.
- You agree that, you shall serve the required notice period in accordance with the terms of this Agreement, unless the said notice period is waived by the Company in writing, and that you will continue to be engaged by the Company and the terms and conditions of this Agreement shall be binding on you until the expiry of such notice period. In the event of breach/attempted breach by you of the notice period and/or any of the other provisions of this Agreement, in addition to the remedies available to the Company under this Agreement, you agree that the Company would also be entitled to pursue any other remedies available under applicable laws, including specifically enforcing the said notice period or obtaining an injunction to prevent you from joining any other employment prior to the expiry of the agreed notice.

On Deputation:

- In the event that you want to terminate your employment with the Company, while on a project at a customer's site in India or abroad you will require to give a minimum of 90 days' notice, to enable a smooth transition and knowledge transfer. The relieving date will be mutually decided with the consent of the concerned client and your superior reporting manager of the Company.

Separation and release:

Upon termination of your employment with the Company for any reason, the Company may require you to sign a separation and release agreement with the Company. You shall sign this and any other agreements and confirmations that the Company may require.

7. CONFLICT OF INTEREST & NON-SOLICITATION:

- During your performance of services for the Company, you shall not engage in any other employment, occupation, consultation, or other activity that relates to any actual or anticipated.
- Business, research, development, product, service or activity of the Company, or that otherwise conflicts with your obligations to the Company, without obtaining the specific prior written permission of the Company. If such permission is given and a conflict later develops, you understand and agree that the Company may require you to cease the performance of services for the Company and refrain from such other employment, occupation, consultation, or other activity.
- Certain activities or interests may conflict with your obligations to the Company. These activities and interests include but are not limited to:
 - i. Any outside business interest including non-company work (paid or unpaid), business ventures, directorships, partnerships or a direct or indirect financial interest that has the potential to be in conflict with your employment, the interests of the Company or Company's partners, customers or suppliers; or
 - ii. Engaging in any activity that might compete directly or indirectly with the Company or might pose a conflict of interest with your employment; or
 - iii. Having or gaining an interest including a direct or indirect financial interest (for example, ownership of shares or ownership or investment in an outside business), which might pose a conflict of interest with your employment.

- You must also disclose any potential conflict of interest to the Company before you start work and as soon as possible, at any time one arises, during your employment.
- You shall not directly or indirectly either by yourself or in association with or through any person or in any capacity whatsoever including but not limited to owning an interest in, directly or indirectly (through a holding company or otherwise), any individual proprietorship, partnership, corporation, joint venture, or any other form of business entity, whether as an individual proprietor, partner, shareholder, joint venture or as an officer, director, consultant, finder, broker, employee, or in any other manner whatsoever, during your engagement with the Company and for the period from the date of cessation/termination of this Agreement till 12 (twelve) months thereafter: (a) solicit for employment any person who was an employee of the Company or the Company's customer or nominee as the case may be. (b) solicit or endeavor to entice away from the Company or any appointee, officer, consultant or senior or managerial employee of the Company (whether or not such person would commit any breach of his contract of employment or engagement by reason of leaving the service of such company) or knowingly employ, assist in or procure the employment by any other person, concern, undertaking, firm or body corporate of any such person. You further acknowledge that the remedy at law for any breach of these terms and conditions by you may be inadequate. Accordingly, you agree that upon any such breach of these terms and conditions, the Company, in addition to all other available remedies (including without limitation seeking an injunction or other equitable relief), be entitled to injunctive relief without being required to post bond or other security.
- You acknowledge that the type and periods of restriction imposed herein, on which you have had the opportunity to take independent legal advice, are fair and reasonable and are reasonably required for the protection of the Company's legitimate business interests and Confidential Information. If any of the covenants contained in these terms and conditions, or any part thereof, is hereinafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid portions.

8. CONFIDENTIALITY

- You shall hold strict confidence and shall not, without specific prior written authorization from the Company, use or disclose to anyone outside the Company (except as necessary to perform my duties in connection with his/her services for the Company), any Proprietary Information. “Proprietary Information” means and includes all non-public information of any nature (whether or not technical) that the Company considers being proprietary or confidential or that the Company has a duty or obligation to treat as confidential, including (but not limited to) all research, notes, memoranda, products, services, suppliers, markets, processes, licenses, budgets or other business information, Inventions, marketing plans, product plans, business strategies, financial information, sales forecasts, personnel information, and customer lists, whether registrable or not. “Inventions” means and includes ideas, inventions (whether or not patentable), discoveries, works of authorship, formulas, algorithms, designs, specifications, methods, processes, techniques, trade secrets, know-how, mechanical and electronic hardware, software languages, software programs (in any form including source code and object code), databases, user interfaces, documentation, formulas, technology, drawings, and improvements to or derivatives from any of the foregoing.
- You represent that the duties you are expected to perform in connection with your services for the Company have been explained to you and that your performance of this Agreement and your duties in connection with your services for the Company will not require you to, and that you shall not, breach any confidentiality, intellectual property, non-solicitation, non-compete, or other agreement that you have with any former employer or any other party you represent that you will not use in the performance of your services for the Company, any documents, information, or materials of any former employer or any other person that are not generally available to the public free of charge without any limitations or conditions on how such documents, information, or materials may be used.
- You agree to keep confidential information whether during your employment with the Company or after the termination of employment, such confidential information of the Company and/or its clients that you were given privileged access.
- You shall not make copies/reproduce/remove any documents or tangible items that belong to the Company, or which contain any Confidential Information from the premises of the Company without any valid reason and prior authorization of the Company.
- You shall always keep in strictest confidence and trust, the Company and its client’s confidential information, including that which you may have created.
- You will keep the Company duly and promptly informed, in writing, if you are bound by any confidentiality, non-compete or other similar agreements with any of your previous employers.

- If you leave the employment of the Company, the Employee hereby grants consent to the Company to notify your new/future employer about the Employee's confidentiality and other obligations under this Agreement.
- You shall indemnify and save harmless the Company and its employees and agents, from and against all liabilities, claims, damages, suits, proceedings, costs and expenses whatsoever, caused by or arising from your breach of the terms and conditions set out herein.

9. INTELLECTUAL PROPERTY & ASSIGNMENT

During the course of your employment, if you conceive of any new or advanced methods, inventions, designs or improvements, processes/systems in relation to the operation of the Company, all such developments shall be communicated to the Company and shall be and remain the sole right/property of the Company and you shall execute documents and do all things necessary to enable the Company to obtain all rights to the same.

➤ You hereby agree and assign to the Company, and agree to assign to the Company in the future (at the Company's request), your entire right, title, and interest (including all patent rights, copyrights, trade secret rights, and other applicable intellectual property rights) in all Inventions made or conceived by you (whether alone or jointly with others) relating to development services performed for the Company or relating to any Proprietary Information supplied to you by the Company. All Inventions assigned or to be assigned to the Company pursuant to this are referred to as "Company Inventions". In connection with all Company Inventions:

- a) You will, both during and after your performance of development services for the Company, at the Company's request, promptly execute one or more specific irrevocable assignments of title to the Company, and do whatever else is deemed necessary or advisable by the Company, to secure, perfect, and maintain for the Company patent rights, copyrights, trade secret rights, mask work rights, rights of priority, and other intellectual property rights, in India and foreign countries, in any and all Company Inventions. If the Company is unable for any reason, after reasonable effort, to secure your signature on any document needed for this purpose, you hereby designate and appoint Company and its duly authorized officers and agents as your agent and attorney-in-fact to act for and on your behalf to execute, verify, and file such document(s) and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed or done by you. You acknowledge and agree that this appointment is coupled with an interest and is irrevocable.
- b) You hereby irrevocably transfer and assign to the Company any and all "Moral Rights" (as defined below) that you may have in or with respect to any Company Invention. You also hereby forever waive and agree never to assert any and all Moral Rights that you may have in or with respect to any Company Invention, even after termination of your services for the Company. If you have any Moral

Rights relating to the Company Inventions that cannot, as a matter of law, be assigned or waived, you hereby grant the Company an exclusive, worldwide, perpetual, irrevocable, transferable, fully paid license under such Moral Rights to use and exploit such Company Inventions in every possible manner and to sublicense others to do the same. "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of any invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any invention, whether or not such would be prejudicial to honor or reputation, and any similar right, existing under the judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

- c) You acknowledge that any Company Invention that constitutes an original work of authorship is "Work made for hire," and that the Company owns all copyrights for such work.
- > You agree to make and maintain adequate and current written records, in a form specified by the Company, of all Company Inventions. Upon the termination of your services for the Company, you shall surrender to the Company all records and all other tangible items and evidence relating to any Company Inventions and all other property belonging to Company, including (but not limited to) all documents and materials of any nature containing, embodying, or based upon any Proprietary Information or otherwise pertaining to your work with the Company, and you agree that you will not take with you any written, electronic, or other copies of such documents or materials.
- > You agree that you will not incorporate any Invention owned by anyone other than the Company, into any Company Invention or any Company product (including products under development), without the specific prior written approval of the Company.
- > You should not violate any third-party intellectual property rights during the course of your employment with the Company.
- > You understand that the Company, from time to time, may have agreements with other persons, companies or Government agencies thereof which impose obligations or restrictions on the Company regarding Proprietary Information or Inventions created, made, or conceived during the course of work under such agreements or regarding the confidential nature of such work. You agree to abide and be bound by all such obligations and any applicable Indian laws or regulations.
- > You hereby authorize the Company to notify others, including but not limited to customers of the Company and your future employers, of the terms of your employment and your responsibilities hereunder.
- > You agree to sign a separate or additional Confidentiality and Inventions Assignment Agreement as required by the Company.

10. MISCELLANEOUS

- > You have been appointed on the basis of the particulars submitted by you. If at any time, it emerges that such particulars were false or incorrect or that any material or relevant information had been suppressed or concealed or exaggerated, your appointment pursuant hereto shall be considered ineffective and your employment will be liable to be terminated by the Company forthwith, without notice or salary in lieu of notice. This shall be without prejudice to the right of the Company to take such action against you as it may be advised.
- > In the event you violate any of the terms and conditions of this Agreement, then the Company shall in addition to any relief or remedies to which the Company is entitled, shall have (in addition to all other rights and remedies the Company may have the right to an immediate injunction and the right to recover the reasonable attorney's fees and court costs expended in connection with any legal action or proceeding to enforce this Agreement. The meaning, effect, and validity of this Agreement shall be governed by the Indian laws without regard to the conflict of law's provisions thereof. If any provision of this Agreement is held to be unenforceable under applicable Indian law and the place shall be in the city of Delhi, India, the balance of the Agreement shall remain enforceable in accordance with its terms, and you agree to work with the Company to effectuate the provisions fully held unenforceable permissible under the law. If any provision is held to be unenforceable because it is excessive in duration or scope, such provision shall be deemed and construed to be modified so that it is enforceable to the maximum extent allowed under applicable law. No waiver of any right or remedy under or relating to this Agreement shall be binding on the Company unless in writing and signed by an authorized officer of the Company.
- > Any notice that may be required to be given to you shall be deemed to be duly and properly given, if hand-delivered to you personally, or sent by registered post and/or through email which you have recorded with the Company to you at your address, as per the records available with the Company.
- > Governing Law and Jurisdiction: In case of any dispute relating to terms of employment, the court of jurisdiction shall be that of the courts of Delhi.

> **Amendment:**

The Company has the right to add, alter, modify or vary, at any time, any term of this Agreement, including the terms of the Employee's remuneration and/or its Contractual Policies. These changes will be communicated to the Employee, in writing, by an individual letter and need to be duly accepted from your end.

> **Assignment:**

You must personally perform the duties and responsibilities under your employment and shall not assign or delegate or subcontract any of your rights or obligations.

➤ **Personal Data**

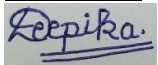
- a. During the course of your employment, the Company may have, and/or will collect, use, disclose and process your Personal Data, whether electronically or manually, for, *inter alia*, the following purposes: (a) establishing open communication between various employees and the management of the Company and/or Group; (b) marketing purposes, for communication to clients and customers; (c) to respond to your enquiries or complaints; and/or (d) for internal HR purposes and procedures (collectively referred to as “Purposes”).
- b. By signing these terms and conditions, you expressly consent to (a) the Company disclosing and/or transferring the Personal Data, to the Company’s external service providers, agents and/or affiliates or related corporations and/or other third parties, whether sited in India or outside of India, for one or more of the above-stated Purposes. Such third-party service providers, agents and/or affiliates or related corporations and/or other third parties will have the right to process the Personal Data either on behalf of the Company or otherwise, for one or more of the above-stated Purposes; and
(b) the Company collecting, processing, transferring and retaining the Personal Data collected during employee’s employment with the Company for the Purposes.
- c. The Company shall receive and store the Personal Data, securely in accordance with the Company’s ‘Privacy Policy’.
- d. You hereby covenant that all Personal Data provided by you is accurate and complete and that none of them is misleading or out of date. You agree to promptly update the Company in the event of any change to your Personal Data.
- e. The Company and Group reserve the right to update and amend this clause and the Company and/or Group’s privacy policy from time to time. Such amendments will be communicated to you via announcements on the Company and/or Group’s website or through other appropriate means.

We welcome you to Phoneme Solutions Pvt Ltd. and look forward to a long and mutually beneficial relationship.

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter.

**For,
Phoneme Solutions Pvt. Ltd.**

DEEPIKA



Manager-Human Resource

Encl: Annexure - A (compensation structure)

ACKNOWLEDGEMENT

This is to certify that I have read this Agreement and all Annexure and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Name of Employee:

Date: / / ✱ ✱ ✱

Signature of Employee:

Place: ✱

ANNEXURE- A**Salary Break Up**

Components	Per Month (in Rs.)	Annual (in Rs.)
Basic	7,200	86,400
HRA	3,600	43,200
Travel Allowance	4,000	48,000
Mobile Reimbursement	800	9,600
Special Allowance	2,400	28,800
Fixed Salary (Total)	18,000	2,16,000

Conveyance charges will be 4Rs /km for the official meetings.

- **Fixed Salary: ₹18,000 per month**
- **In addition to the above salary, you will also be eligible for performance-based incentives depending on your performance and overall contribution to the project.**

ANNEXURE- B

Key Responsibility Areas (KRA) – Telecalling Role

1. Making outbound calls to prospective and existing clients for lead generation and data collection.
2. Updating and maintaining client records in the CRM or Excel sheets accurately.
3. Coordinating with the sales and project teams to schedule follow-ups or meetings.
4. Achieving daily/weekly/monthly calling and lead targets assigned by the management.
5. Maintaining professionalism and effective communication while interacting with clients.
6. Providing feedback and reporting on call outcomes to the reporting manager.
7. Assisting in follow-up activities to ensure timely responses from clients and prospects.
8. Identifying potential leads and sharing qualified leads with the concerned sales team.
9. Ensuring data confidentiality and adherence to company communication protocols.
10. Participating in regular training sessions to improve communication skills, product knowledge, and efficiency.

