

Name: Dinesh Nalam



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STRICTLY PRIVATE & CONFIDENTIAL

Ref: Appt/I3L/13435/2017-18

Date: 19-May-2017

Mr. Dinesh Nalam
So/Do Raghava Rao Nalam
#24-1-55,GBC Road,Ponnur,
Guntur(Dist),A P

Sub: Appointment Letter

Dear Dinesh,

We are pleased to offer you appointment as **Associate IT Consultant (Grade "IS1")** in the management Cadre of ITC Infotech India Limited (the "Company") on the following terms and conditions with effect from **22-May-2017**.

Please note that your base location will be Bangalore and work location will be Bangalore.

1. This appointment is subject to

- Your passing the Company's medical examination successfully. The decision of Company's medical team in this regard will be final.
- The Company receiving appropriate and satisfactory replies from your referees. The decision of the Company in this regard will be final.
- Your producing acceptable certified documentary evidence of your date of birth. This evidence must be a Birth Certificate or School Leaving Certificate, Copy of your passport or an Affidavit attesting your date of birth and sworn by your father, mother or a close relative. This date once accepted will be used for all purposes in connection with your employment and no cognisance will be taken for any alterations in the future.
- Your producing acceptable certified documentary evidence of your academic and professional qualifications.
- The Company receiving appropriate and satisfactory report on your background check i.e. past employment and education details.

2. Quality Certification Program Test

The Company places immense importance in ensuring that its employees have awareness and understanding of the quality processes and systems of the Company.

In this regard, immediately on commencement of your services with the Company, you need to take a self-training on quality processes and systems of the Company and are expected to pass the "Quality Certification Test" (QCT) conducted by the Company. The training material to assist you in understanding the quality processes and systems are made available on Company's intranet.

You will be governed by the applicable Quality Certification Policy of the Company.

Name: Dinesh Nalam



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3. Separation from Service

In the event you decide to leave the services of the Company, you shall be required to give ninety (90) days notice in writing to Company, of your intention to do so. Company reserves the discretion either to relieve you only at the end of the ninety (90) days notice period or accept your resignation at any time prior to the expiry of the notice period. Company may terminate your service by giving you ninety (90) days notice period or salary [Consolidated (Basic) salary] in lieu of notice period.

However, if at any time you commit a breach of this agreement or are found guilty of misconduct (including absence without leave, violation of the Company's rules, regulations, policies, and/or Code of Professional conduct), or conduct yourself in a manner calculated to bring the Company or its employees into disrepute, the Company reserves the right to forthwith discharge you from service without notice or salary in lieu of notice. You agree that if you are on unauthorised leave for a period of more than five [5] working days, it shall be deemed as a voluntary resignation of your service without notice and you shall be liable to pay the Company salary [Consolidated (Basic) salary] in lieu of notice period. For the purpose of this clause "unauthorised leave" means leave taken without the approval of your reporting manager.

At the time of separation from the Company, you will ensure that the assets, documents and intellectual properties of the Company in your custody and/or under your charge, including any power of attorney (s) issued by the Company in your favour are returned intact to the Company and you will forthwith vacate the Company accommodation, if any, provided to you.

4. Remuneration and other terms and conditions

Please refer to Annexure for the details as applicable for you.

Your job title and compensation have been discussed with you and we have mutually agreed upon the same.

You shall be governed by the remuneration and business facilities matrix applicable to managers of your grade in accordance with the Rules of the Company. Increments and remuneration review are at the sole discretion of the Management. Your remuneration is strictly confidential and should not be disclosed or discussed with others

In addition, you shall be entitled for the following as per the rules of the Company in force from time to time:

a) Leave Travel Assistance

Leave travel assistance (LTA) of **Rs.11000** per annum on your becoming eligible for the same. LTA for the previous financial year will be paid pro rata (based on nos. of days worked in financial year) along with April salary for the next financial year.

b) Hospitalisation Insurance

You will be covered under Company's - Group Health Insurance scheme, upto **Rs. 3 Lacs pa.**

c) Performance Effectiveness Payment (PEP)

PEP including any bonus payable under the Payment of Bonus Act, 1965, is governed by the Company Policy.

Please refer to the Annexure for the details as applicable to you.

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d) **Increments**

Annual Increments are payable at the sole discretion of the management of the company. (Currently, it is effective April every year but is subject to change as per the policy of the company applicable from time to time in this regard).

1. In case you have joined the Company during Apr – Sept, you will be eligible for annual salary increments in the forthcoming annual increment cycle effective Apr as per the applicable policy (currently the increment factor is 0.5 – point five of the declared increment amount applicable for the grade / level / performance etc, and is subject to review from time to time as per decision of the company)
2. In case you have joined the Company during Oct -Dec, you will not be eligible for any Salary Increments in the immediate annual appraisal cycle (April.).
3. In case you have joined the Company during Jan-Mar, you will not be eligible for appraisal in the immediate April appraisal cycle and hence not entitled to any Salary Increments.

e) **Leave/Leave Accumulation/Leave Encashment**

- (i) You will be eligible for leave / leave accumulation / leave encashment as per the rules of the Company, for the time being in force or as may be in force from time to time.
 - (ii) The Company may at any time, at its discretion, ask you to proceed on leave on such terms as may be decided by the Company.
- f) You shall be governed by the remuneration and business facilities matrix applicable to managers of your grade in accordance with the Rules of the Company. Increments and remuneration review are at the sole discretion of the Management. Your remuneration is strictly confidential and should not be disclosed or discussed with others.

5. **Provident Fund**

You will be eligible to join the Company's Provident Fund, from the date of your joining the company. In this connection you are requested to inform the Company whether you are presently or have been, a member of any Provident Fund Scheme.

6. **Gratuity**

You will also be eligible for Gratuity as per the payment of Gratuity Act.

7. **Maternity**

Women employees shall be provided maternity linked leave and benefits, as per the Maternity Benefits Act 1961, as amended from time to time.

8. **Retirement**

As an employee, you will retire from the services of the Company on attaining the age of 58 years.

As per the company records your date of birth is considered as **23-May-1992**. and the date of birth declared by you in your application for all employment related purpose will be conclusive and no alteration shall be permissible at any time.

9. **Transfer**

You may from time to time be transferred in the service of the Company to any of the Company's Branches, Department and Divisions in India or abroad. You may also be transferred to the service of the Company's holding/subsidiary/associate/allied company(s) and the expression "the Company" used in this appointment letter will include any such company by which you may for the time being

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employed with or transferred to. The Company may anytime second / loan your services to its holding / subsidiary / associate / allied company, whether in India or abroad.

The Company may at anytime send you on deputation in India or abroad.

10. Others

- a) Your service with the Company will be governed by the Company Policies, including those contained in the Employee Handbook, published from time to time, as applicable at the time. Your duties will be laid down by the Management of the Company. The Company reserves the right to make changes to any of the Policies from time to time which will be updated on the Company's intranet.
- b) You will not at any time without the written consent of the Managing Director of the Company disclose or divulge or make public except on legal obligations any proprietary information regarding the company's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise.
- c) In case you are required to sign a separate non-disclosure or similar agreement for any specific customer, you shall sign such agreement. In the event of any violation by you of such non-disclosure or similar agreement with the customer, the Company reserves the right to discharge you with immediate effect without notice or salary in lieu of notice and in such case, you shall have no claim against the Company. The Company's right to discharge you from the services of the Company shall be without prejudice to any other rights of the Company, including the right to recover damages from you.
- d) You will during your employment with the Company and at all times after you cease to be an employee of the Company maintain all proprietary and/or confidential information of the Company and the Company's clients (hereinafter referred to as Confidential Information), in strict confidence, specially those which the Company is under an obligation to keep confidential and generally all such Confidential Information relating to the Company's business or the business of any of the Company's client(s), and not divulge to any third party any Confidential Information relating to the Company's business or the business of any of the Company's clients, acquired in the course of working with the Company at the Company's offices or at the workplace of the Company's clients, except with the written consent of the Company, or in accordance with an order of a court of competent jurisdiction and excluding information being disseminated with appropriate approvals for statutory requirements. Also training and access to new opportunities / technologies provided to you would result in know-how being made available to you and you are required to ensure that such know-how is kept confidential and shall not disclose or divulge such know-how except with the written consent of the Company, or in accordance with an order of a court of competent jurisdiction.
- e) If, during your employment with the Company, you make, invent, suggest or in any manner acquire any invention, process, programs, projects, Information Technology (IT) solutions or new technologies, relating to the business of the Company, services rendered or dealt in by the Company, the same will be deemed to have been made, invented, suggested or acquired on behalf of and for the benefit of the Company alone and the ownership of all intellectual property including the copyright and patents in all the works developed by you shall vest with the Company in perpetuity, and you will, at the request and cost of the Company, assign to the Company the full benefit of such invention, process programs, projects, IT solutions or new technologies and any copyrights, patents or other similar rights obtained by you in any country in respect thereof, but you will be entitled to be repaid by the Company any sums expended by you with the previous written consent of the Company in connection with any such invention, process, programs, projects, IT solutions or new technologies, relating to the business of or the services rendered by the Company. You will promptly communicate to the Company the full particulars of such invention, process, etc. and render all assistance /co-operation as may be required by the Company to secure the registration thereof in the name of the Company.

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- f) You are expected to comply with all legal provisions/requirements and the policies and procedures of the Company. If you violate any legal provision/requirement or any of the Company's policies or procedures, the Company reserves the right to discharge you with immediate effect without notice or salary in lieu of notice, and in such case you shall have no claim against the Company. In view of the nature of the Company's business, compliance with copyright and information technology/cyber laws is of particular importance in the course of your employment with the Company.
- g) The Company is committed to providing a harassment free environment for its employees and has adopted a policy towards Prevention of Sexual Harassment at the work place. You shall be governed by this policy and you will be required to adhere to the terms and conditions contained therein.
- h) You are required to devote your full time and attention in the work assigned by the Company and you shall not take up any independent or individual assignment whether i) full time or part time, ii) in an advisory capacity or otherwise, or iii) as an honorary position or otherwise directly or indirectly, without the written consent of the Company
- i) The Company's business may require you to travel abroad and it is in your interest to hold a valid passport at all times and submit an authenticated copy of the same for our records.
- j) The Company may sponsor you from time to time for specialised training or certification in technical or management programs. You may also be required to undertake assignments overseas. In consideration of any such training, certification or assignment provided to you, you agree not to leave the service of the Company for a specified period of time after the completion of such training, certification or assignment. The specified period(s) of service will be decided by the Company on a case-to-case basis. In the event, of any violation of this condition by you, the Company will be entitled to recover from you, related expenses incurred towards such training, certification or assignment.
- k)
 - a. You shall not during the period of your service and after your separation, (regardless if this separation is voluntary or involuntary, or caused by breach of this agreement) take any action, which constitutes an interference with or a disruption of any of the company's business activities and /or would be in violation of the confidentiality obligations contained in this appointment letter or any non disclosure agreements executed with any customer /client of the company during your service with the Company.
 - b. You agree and covenant that during the period of your service and for a period of one year after your separation (regardless if this separation is voluntary or involuntary, or caused by breach of this agreement) from the Company, except with the prior written consent from the Managing Director of the Company, directly or indirectly, either on your own behalf or on behalf of any other individual, firm or company including, without limitation:
 - i. Seek to procure work from or do business with any individual, firm or company for whom the Company or its wholly owned subsidiaries / associate companies has, at any time during the twelve months immediately preceding the termination of your Contract provided services to; or,
 - ii. Solicit or entice away any of such individuals, firms or companies whom you have called or have interacted with or with whom you deal with or had an occasion to deal with either directly or indirectly by reason of your employment with ITC Infotech or,

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- iii. Solicit, entice and/or recruit any person who at the time of the termination of your employment or any time during the twelve months preceding such termination was engaged by the Company or any of its subsidiary/associate companies.
- iv. Assist, engage, participate or be concerned in any action, including providing of services or products such as or similar to those provided by the Company or its wholly owned subsidiaries / associate companies, that may divert the

business or patronage of any customer from the Company or its wholly owned subsidiaries/associate companies, or otherwise damage or alienate the relationship between the Company or its wholly owned subsidiaries/associate companies and any such customer; Customer for the purpose of this subsection (iv) shall mean any business entity, firm, individual, or company, prospective or otherwise, with whom the Company or its wholly owned subsidiaries/associate companies, has/had relationship, with whom you deal with or had an occasion to deal with, directly or indirectly by reason of your employment with the Company.

Provided that nothing in this Clauses c & d shall prohibit the seeking or procuring work or the doing of business not relating to or similar to the Company's business.

- l) You are also requested to intimate Company about your Permanent Account Number (PAN) for Salary - Income Tax purposes. In case you do not have any PAN allotted, you are requested to apply for the same immediately.
- m) The court at Bangalore shall enjoy the exclusive jurisdiction to entertain all disputes arising out of the terms and conditions of this agreement.
- n) If any provision contained in this agreement is construed to be invalid or unenforceable, the same shall not affect the validity /legality or enforceability of any other provision of this Agreement which shall remain in full force and effect.

You will join the Company on **22-May-2017**. Your initial place of posting will be at **Bangalore**.

You are requested to report to, **Sandeep Telu at Samaveda**. On reporting for duty, you will be required to complete necessary joining formalities, which will include:

- (i) Completion of joining formalities
- (ii) Submission of various documentary evidence as may be required by the Company
- (iii) Acceptance of Company's policies on
 - a) Electronic mail
 - b) Internet access
 - c) Confidentiality
- (iv) Consent form for sharing Personal Information

Please ensure that on the date of your joining the Company you bring along with you all the necessary documents (in original and the copies) needed to facilitate the joining.

You are expected to familiarise yourself immediately after your joining the Company with all the Organisation Policies and systems as applicable at the time. These policies are available on Company's intranet and are also communicated from time to time

This appointment is made on the understanding that the information given by you to the Company is correct, true and complete. In case it is found at any time during the course of your employment that the information given by you to the Company is incorrect, untrue or incomplete, this appointment letter may be withdrawn and / or your employment with the Company may be terminated by the Company with immediate effect, without notice or salary in lieu thereof.

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Any change in your marital status / residential address / acquisition of additional qualifications etc. should be intimated to Talent Management Department to enable us to keep your records up to date.

All communication sent to you by the management at your last given address shall be deemed to have been delivered to you at the correct address.

Please return the duplicate copy of this letter duly signed and dated, by **22-May-2017** as a token of your acceptance of the terms and conditions contained in this appointment letter.

Please note that if we do not receive your acceptance of the terms and conditions contained in this appointment letter by **22-May-2017**. Our offer and this appointment letter shall stand automatically withdrawn.

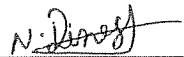
Looking forward to a long and fruitful association with you. Congratulations and welcome to the world of ITC Infotech India Ltd.

Yours faithfully,
ITC Infotech India Limited


Syed Khan
General Manager-Talent Management

AUTHORIZATION:


I, Dinesh Nalam authorize ITC Infotech India Limited and its representatives to conduct a pre or post employment background check of my past employment history and education. I understand that my employment with ITC Infotech India Limited is subject to a positive background check to the satisfaction of the Company.

SIGNATURE: 

DATE: 22-05-17

ACKNOWLEDGEMENT CLAUSE:

I accept the terms and conditions as set out above

SIGNATURE: 

DATE: 22-05-17

DECLARATION:

I am not a relative of a Director or Key Managerial Personnel of the Company within the meaning of Section 2(77) of the Companies Act, 2013, read with Rule 3 of Companies (Specification of definition details) Rules, 2014.

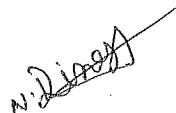
I am not a child / spouse of a manager currently working in the Company, its holding company, its subsidiary companies and associate companies.

I have not been earlier employed by the Company, its holding / subsidiary / associate companies.

SIGNATURE: 

DATE: 22-05-17





Annexure

<u>Components</u>	<u>Proposed Salary (Rs. Per Month)</u>	<u>Proposed Salary (Rs. Per Annum)</u>
Consolidated Salary(Basic Salary)	7500/-	90000/-
House Rent Allowance	3750/-	45000/-
Supplementary Allowance	11379/-	136548/-
Special Supplementary Allowance	7500/-	90000/-
*Meal Coupon –Refer EN1	1100/-	13200/-
Conveyance Allowance	1600/-	19200/-
Sub Total I	32829/-	393948/-
<u>Other Components</u>		
Medical Expenses – Refer EN3	1250/-	15000/-
Provident Fund (Company Contribution on Basic Salary)	900/-	10800/-
Leave Travel Allowance – Refer EN4	917/-	11000/-
Performance Effectiveness Pay (PEP) – [20%]Refer EN5	1500/-	18000/-
ITC Products & Services discount scheme – Refer EN6	104/-	1250/-
Sub Total II	4671/-	56052/-
Total	37500/-	450000/-

Explanatory Notes:

- 1) Sodexo Meal Coupons - Coupons pertaining to a month will be distributed to the employees in the subsequent month (E.g. Rs.1100/- for the full month of November, will be distributed in the first week of December). However in cases where there is no full month of service (on account of Secondment/Exit, the prorated value will be paid as part of salary).

*For those locations where Sodexo Meal Coupons facility is not available, the same will be added to Supplementary allowance and paid along with salary after applicable tax.

- 2) Medical Insurance for Self/Family (Spouse, 2 dependent children upto age of 24 years) will be covered under Company's - Group Health Insurance scheme, with a sum insured value of **Rs. 3,00,000/-** per annum. Option to cover parents on payment of premium by Employee with attractive benefits.

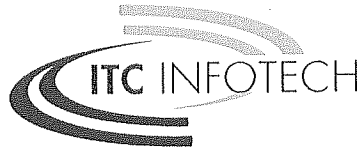
You will also be covered under the group accident insurance policy of the company, with a sum insured value of **Rs.10 Lakhs**.

- 3) Medical Expenses - You shall be entitled for medical expenses for self & Family (Spouse, Kids & Parents) @ **Rs.1250/-** per month and shall be paid as part of monthly salary; on submission of bills/receipts, tax exemption will be given as per the IT Act as applicable.





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- 4) Leave Travel Allowance of **Rs. 11000/-** is paid as per company policy, Prorata for the previous financial year along with April salary of the following financial year.
- 5) At your Grade, you are entitled to PEP not exceeding **20%** of Consolidated Salary (Basic Salary) earned for the accounting year. PEP payout will not be a part of salary for purpose of calculating separation/retirement benefits.
- 6) ITC Products & Services - this scheme provides you an opportunity to avail and enjoy ITC's world class products and services, governed by the following policy.
 - a) The scheme works on the principle of 25% discount. What this implies is that for a full year of service(prorated in case where there is no full year of service) if you buy ITC's products/services for **Rs.5000/-** per annum and you may submit bills and you will be reimbursed a maximum sum of **Rs. 1250/-**.
 - b) The Reimbursement amount are based on assumption that you are availing the benefit upto the entitlement as per the respective policy. If you do not avail the benefit, the amount mentioned is non-encashable.
- 7) You will also be eligible for Gratuity as per the Payment of Gratuity Act.

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Annexure
Employee Consent Form

I _____, confirm that I am voluntarily sharing my Personal Information with ITC Infotech India Limited ('ITC Infotech') for the following purposes:

- a. Validating my Curriculum Vitae and relating records including job application and conducting background verification checks and medical checks;
- b. Employee related action including record keeping, processing payroll, compensation and benefits, visa and work permits; and
- c. Any action required in the context of my employment with ITC Infotech;

I also agree and allow ITC Infotech to share my Personal Information to any third party/(s) or customers of ITC Infotech insofar as may be necessary or desirable in connection with my employment.

I agree to regularly update my Personal Information made available to ITC Infotech and confirm to the accuracy and correctness of the Personal Information furnished by me.

I have read and understood the definition of "Personal Information" as detailed in the Exhibit to this Annexure. For the purposes of this Consent Form, I understand that Personal Information shall include sensitive personal data or information detailed in the Exhibit to this Annexure.

SIGNATURE: N. Dinesh

DATE: 22-05-17

Exhibit to Annexure

Definitions of "Personal Information" and "Sensitive Personal Data or Information" as contained in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011, are as follows:

"Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

"Sensitive personal data or information" of a person means such personal information which consists of information relating to;—

- i. password;
- ii. financial information such as Bank account or credit card or debit card or other payment instrument details ;
- iii. physical, physiological and mental health condition;
- iv. sexual orientation;
- v. medical records and history;
- vi. Biometric information;
- vii. any detail relating to the above clauses as provided to body corporate for providing service; and
- viii. any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise:

PROVIDED that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these rules.