

Ref: GBS ITS/OFFER/HO/15-03-2022 I5469

30-03-2023

Alexandra Elizabeth

1234 Elm Street, Suite 5678, North Building, West Wing, Downtown Business Center, Anytown USA 12345

LETTER OF APPOINTMENT

Dear Alexandra Elizabeth,

We are pleased to appoint you in **Indium Software Solutions (india) Pvt Ltd,** with effect from **15-03-2022**, on the terms and conditions given herein below, effective the date of your joining the organization i.e. **15-03-2022**:

1. DESIGNATION

Your designation shall be Senior Software Engineer

2. GRADE

DP-DHL uses the **Role Classification System (RCS)** for the evaluation and grading of all roles. We would like to emphasize that an RCS Grade is neither linked to your person nor to your performance but merely based on the assessment of the role you are currently assigned. This means that the RCS Grade of your current role might change whenever the content of the role is subject to change (e.g. in the context of Organizational change). In any such situation you will be informed in writing of any change.

For the role you are assigned to, the following grade has been determined:

RCS Grade (Grade A)

3. PLACE OF WORK

Your initial place of posting would be at our facility at **Indium Software Solutions (india) Pvt Ltd.**, 10th Floor, Module 8 and 7, Chennai One IT Park, Pallavaram Thoraipakkam 200 FT Road, Thoraipakkam, Chennai, Tamilnadu 600097.

4. WORK TIMING

All employees are governed by the timings and the hours of work applicable to the establishment. This would include working in rotational shifts.

5. LEAVE

You will be entitled to leave as per the Leave Policy of the Organization.

6. PROBATION PERIOD

Your Employment with Organization will be on probation for a period of **6 months** from your date of joining, which period may be either extended or reduced at the sole discretion of the Organization. Upon successful completion of the period of probation of six (6) months you will be confirmed, in writing, as a regular employee of the Organization.

If you have completed the period of probation but have not been dismissed and cannot in the view of the Organization, be confirmed at the end of probation then you shall continue to be on probation till such time as your services are confirmed in writing. On confirmation, you shall be deemed to have attained a status of regular employee and the day you start your probation period shall be the date of your employment with the Organization.

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7. COMPLIANCE WITH LAWS AND ORGANIZATION POLICIES

You shall adhere to all rules, regulations of the Organization and its Group policies that may be in force and made generally applicable to employees of your cadre or any such directions or instructions as may be issued to you in discharge of your obligations as an employee of the Organization, including but not limited to DP DHL Code of Conduct, now in force and as amended from time to time.

8. COMPENSATION & BENEFITS

The break-up of compensation is given in the Annexure A. You will be granted an annual increment based on your performance and contribution according to the policies.

Any employee who has joined on or after 1st October will not be eligible for Bonus in that particular year and no make-up payment will be made in the following year.

9. GRATUITY

You will be entitled to Gratuity as per the provisions of the payment of Gratuity Act, 1972 on completion of 5 years of continous service with the Organization.

On separation, subject to the conditions mentioned above, you will be entitled to receive a gratuity @ 15 days of basic salary for every year of service completed with the Organization.

As per present regulations, Gratuity amount is exempted from tax up to a maximum limit of Rs.20,00,000/- only once in an individual's career even though this might span multiple employers.

10. GENERAL

- 10.1 You will be bound by the rules and regulations as declared by the Management, from time to time, in relation to conduct, discipline, medical fitness leave, holidays and all matters relating to terms and conditions of service.
- 10.2 You shall not give out to anyone in any manner whatsoever particulars, or any details of any of the matters pertaining to the Organization or its working, or any other confidential information. In the event of breach of this condition on your part, you will be liable for termination of your services with immediate effect.
- 10.3 You must return to Organization, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to the Organization or which refer to any confidential information and which are in your possession or under your control.
- 10.4 You shall keep the Organization informed in writing, of any change in your Name and Address.

11. RESTRICTION ON ANY OTHER EMPLOYMENT

You shall not engage, directly or indirectly, in any other honorary or gainful or commercial employment, activity or business for profit during this Employment except with the prior permission of the management in each case. You shall conduct yourself with integrity and diligently perform all the duties devolving upon you in the course of employment with the Organization.

You shall conduct yourself with integrity and you shall be accountable for all moneys, securities and other property belonging to the Organization which you may from time to time receive for, from or on account of the Organization and that upon cessation of the employment, you will at once deliver to the Organization all of Organization's property.

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You shall not bind the Organization, in any manner whatsoever, thereby creating pecuniary or other obligations, without having prior authorization in writing. You will exercise your best efforts to conserve the resources of the Organization and incur expenses judiciously and certainly within the authorized limits.

12. NOTICE PERIOD AND TERMINATION OF EMPLOYMENT

12.1 During Probation

The employee can leave service of the Organization by giving Thirty (30) days' notice in writing or basic salary in lieu there of. Similarly, the Management may terminate the services of an employee by giving thirty (30) days' notice or basic salary in lieu thereof.

12.2 On Confirmation

The notice period / notice pay of 3 Months will be applicable on either side, in case of resignation / termination of services after confirmation.

As an employee of the Organization, you will be required to give either (a) 90 calendar days' notice or (b) three month salary in lieu thereof, in case you decide to leave our services. Please note that acceptance of payment in lieu of notice period and the issue of the relieving order is at the Organization's discretion. Similarly, the Organization can terminate your services by giving 90 calendar days' notice or salary in lieu thereof, at the Organization's sole discretion.

However, for breach of this appointment, misconduct, misbehavior, fraud, neglect of duty, or any other miscounduct under the Organization's policies which is detrimental to business or interests of the Organization, the Organization may terminate your services with immediate effect and no payment in lieu of Notice.

Further the Organization reserves the right to terminate the service for your failure to pass the Organization's training norms on internal training on soft skill and processes

- 12.3 In case you are absenting for continuous period of 8 days from your duty without information or permission of leave, the Management will treat you as having voluntarily abandoned the services of the Organization without notice.
- 12.4 You are required to adhere to the disciplinary requirements of the Organization. If, at any time, during your service with the Organization, (a) you are found guilty of indiscipline by the management, viz., theft, insubordination, misconduct, mis-appropriation, fraud, accepting bribe or any other act subversive of discipline; or (b) you indulge in any actions which may bring down the reputation/image of the Organization in the eyes of customers or general public or stake holders; or (c) you are found guilty of violation of financial norms and discipline which are required to be followed by all the employees; or (d) any information provided by you is false or misleading in nature; or (e) any Information is withheld by you or not provided to the Organization, which you are under an obligation to disclose to the Organization, the Management shall have the right to terminate your services from the Organization without giving any notice or payment of any amount in lieu of notice
- 12.5 Termination of your services shall be without prejudice to any right that the Organization may have in respect of any breach by you of any of the terms of this Letter of Appointment or the Organization's policies, which may have occurred prior to such termination.

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- 12.6 Any amount recoverable from the Organization from you upon your resignation/termination of employment (including but not limited to notice period pay, recovery of notice period buy-out, recovery of relocation/travel costs, etc) will be subject to applicable GST and you will be liable to pay to the Organization such GST as well.
- 12.7 You agree that if you resign from the Company within 24 months from the date of your joining then you shall pay a sum of INR 2,00,000 plus applicable GST as liquidated damages before your last working day.

13. RETIREMENT

- 13.1 You will retire from the services of the Organization on the last day of the month in which you attain the age of 58 years.
- 13.2 For determination of age, the details in the documents furnished by you and verified by the Organization at the time of joining will be considered.

14. TRAINING

The Organization may send you, from time to time, on different internal & external trainings. The Organization would advise you to take such training seriously because it could directly affect your performance & retention in the Organization.

You may be required to sign a Training Bond with the Organization, which would explicitly mention the minimum period of service required after completion of such training. In the event of your signing the bond, it is understood that in case of your leaving the services within such minimum period of service required in terms of the Training Bond, you shall be liable to pay to the Organization such sums as stated in the Training Bond in consideration of the training imparted to you.

For the purposes of the Training Bond, termination of your services for the reason of your willful absence from duty, indiscipline, misconduct misinformation and violation of the Organization's rules and policies would be considered as if you have willfully and deliberately left the employment of the Organization.

15. TRANSFER AND TRAVEL

Your services are transferable to any other office of the Organization in India or abroad & the decision with regard to this is solely on the management.

You may be required to travel on Organization work and you will be reimbursed expenses as per Organization policy.

During your employment with the Organization, you agree to relocate to any other offices/ divisions/departments of the Organization in India or Overseas. This move may be within the Organization or to any of the joint ventures/ affiliates or associated companies of the Organization ("Target Company") and in such event your employment shall be as per employment terms and governing laws applicable to such Target Company. Basis our performance, competence, expertise and job requirements, it shall be Organization's sole discretion to decide its necessities and a suitable position for you from time to time, for you to work within the Organization.

16. ROLE TITLES AND REPORTING STRUCTURES

Role Titles and Reporting Relationships are governed by prevailing policies, Organization designs and business requirements. The Management reserves the right to change, alter or modify the same if deemed necessary with changes in Organizational objectives and/or business requirements which may be called for in future.

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17. BACKGROUND CHECKES

As a part of joining formalities, the Organization will conduct background checks. Your appointment is made on the basis of your particulars such as CV, qualification certificates, experience letters, salary details etc. as given in your application for employment and in case any information as given by you is found false or incorrect your appointment will be deemed void and your employment will be liable for termination with immediate effect without any notice or salary in lieu of notice.

18. NON - DISCLOSURE AND CONFIDENTIALITY

In the course of employment, you are aware that you will have access to and will be entrusted with information (commercial, financial, technical, legal or otherwise) in respect of the business, financing, dealings, transactions and affairs of the Organization, its subsidiaries, associated companies or DP DHL group of companies, all of which information is may be deemed confidential.

You shall not (except in the proper course of your duties) during or after the period of your employment divulge or otherwise make use of (and shall use your best endeavours to prevent the publication and disclosure of) any trade secret or any confidential information pertaining to, inter alia, the Organization s business, finances, dealings, transactions, affairs, suppliers, agents, distributors or customers, to any person whatsoever.

Any/all notes, memoranda, electronically stored information, etc. of any trade secrets or confidential information concerning the business, finances, dealings, transactions and affairs of the Organization or the Organization's suppliers, agents, distributors, or customers which shall be acquired, discovered, received or made by you during the course of your employment shall remain with the Organization and shall be surrendered to a duly authorized member of the staff at the termination of your employment or at the request of the Organization at any time during the course of your employment.

The Organization shall retain all intellectual property rights for materials (including but not limited to reports, documents, drawings, diagrams, computer software, source code, tools or methodologies) which have been developed by you during your period of employment with the Organization.

19. HR POLICIES

For more details and complete information on all benefits provided by the Organization as well as all rules/regulations/policies, which you need to abide during your employment with the Organization, please refer to HR Policies in my/NET.

The Organization reserves the right to vary, amend, substitute the benefits as well as terms and conditions contained herein.

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Please sign the copy of this contract letter in token of your acceptance of the terms & conditions of service stated herein and return it to us.

We welcome you to our Organization, and look forward to having a mutually beneficial long-term association.

Thanking you,

Yours faithfully,

For Indium Software Solutions India Pvt Ltd



AVP App engineering Microsoft Technologies

Olympia tech park Chennai

India.

(30-03-2023)

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ANNEXURE - I

Alexandra Grace

RCS Grade - Grade A

RCS Designation - Senior Software Engineer

I Fixed Compensation

Pay Elements	MONTHLY	ANNUAL
Basic	40,000	4,80,000
Flexi Benefit	20,000	2,40,000
Annual Wage Supplement	32,350	3,88,200
Annual Base Salary (Total Guaranteed Payment)	3000	5,00,000

II Performance Target Bonus: The Bonus system is a key motivational tool. The compensation is determined by agreeing and achieving the defined goals. Bonus System strengthens the focus on variable pay, with individual performance and the success of the Organization being determining factors for the actual payout.

You will be entitled for the **Target Bonus of INR 10,000** /- **at 100%** achievement of the goals. Maximum earning potential of Target Bonus is up to 133.33%. The bonus payout will be in the month of April.

III Employer Statutory Contributions: The statutory contributions are the benefits offered by the employer to the employee according to the statutory norms which is subject to change as per the statutory regulations.

- 1. The Organization will contribute an equivalent of 12% of your basic salary, INR 5000/- towards the Provident Fund.
- 2. Gratuity INR 55,000/- (4.81% of Basic) as per the Payment of Gratuity Act 1972.

IV Benefits: The Organization will provide the benefit of Insurance to the employee. This includes the Group Life Insurance, Personal Accident Insurance and Hospitalization coverage. Your spouse and maximum up to 2 children will be covered as per the Insurance Policy of the Organization. The premium amount will be borne by the Organization which will be over and above the compensation offered.

Hospitalization coverage for parents is a separate insurance policy governed by the terms as per the Organization Policy.

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V Flexible Benefit Plan: The FBP is the bouquet of components that an employee can choose based on their individual expenditure and investment pattern. The amount declared towards the components is subject to limits according to the Compensation and Benefit Policy. Please refer to the Annexure

II to know the list of components and its description. Thanking you, Yours faithfully, For Indium Software Solution India Pvt Ltd. **AVP App engineering Microsoft Technologies** Olympia tech park Chennai India. I hereby agree and accept the terms and conditions stated above. Signature: Name Place Date Indium Software Solutions (india) Pvt Ltd Indium Software Solutions (india) Pvt Ltd Regd. Office: 701B, Silver Utopia, 10th Floor, Chennai -1, ITSEZ Cardinal Gracias Road, Chakala, North Block. Thoraipakkam 200 Feet Road

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