

E-561A, IInd Floor, Pankaj Arcade, Near Ramphal Chowk, Palam Extn., Sector-7, Dwarka, New Delhi -110077

+91 11 45797544 | info@cognam.com <u>www.cognam.com</u> CIN No. U72200DL2011PTC216749

26th July, 2023 Nayan Birla S/o Mr. Sanjay Birla 60 feet, Airport Road, Indore Madhya Pradesh - 452006

Offer Letter

Dear Nayan,

On behalf of **Cognam Technologies Pvt. Ltd.** hereinafter called "the Company", we are pleased to offer you a position of Software/QA/DevOps Engineer-Trainee with us, at our Dwarka, New Delhi office.

Your joining date as an intern will be 02-Jan-2024. During the internship you will be paid a stipend of 20,000 per month. Your internship will last until we are in receipt of your final university transcript (showing all of your course results with pass status and no backlog) along with your diploma or graduation certificate.

After completing your internship, you will join the company as Software/QA/DevOps Engineer as a regular employee. You will be on probation for a period of 3 months, after which time your services will be confirmed with the company, provided that your performance during these 3 months has been satisfactory. This offer is contingent on your signing the Company's standard Non-disclosure and Confidentiality Agreement at the time of joining, along with any other standard Company agreements and documentation.

1. Annual CTC-

Your CTC will be Rs. 5,50,000 per annum, as a regular employee. The appropriate Income Tax (if any) will be deducted from your remuneration and paid to the Central Government. This CTC includes all Company costs including tax, gratuity, health benefits, etc.

2. Allowances/ perquisites and benefits etc.

The detailed breakup of the remuneration, monthly/annual allowances, reimbursements, gratuity, benefits and perquisites applicable to your position, which are included in the above-mentioned CTC, will be advised to you at the time of joining.

3. Salary Review

To ensure the success of each of the Company's employee, periodic progress reviews are conducted by the employee's supervisor. We believe in rewarding and retaining the good talent and thus salary revisions are purely based on the performance of the employee, industry standards and the company performance.

4. Working Hours, Holidays and leave

You will observe the working hours, holidays and leave rules as per the service rules applicable to your category of employees. The regular working hours are Mon. to Fri. 10:30am to 7:30pm

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(including the lunch period), but may shift from time to time to accommodate Company or client teams working in other time zones.

5. Probation

Following your internship, you will serve a probation/training period of three months with the company, after which time your employment will be confirmed by the company, based on your performance during those three months.

6. Past Record

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have wilfully suppressed or failed to disclose any material information related to your past record, you will be subject to termination without any notice or compensation whatsoever.

7. Protection of Company Property

You will be required to sign and return a copy of the agreement to protect Company's property rights, on joining.

8. Secrecy

You will not any time disclose to a third party any of the company's confidential technical information or any information concerning the business of the company, its parent company, clients and affiliated Companies, which you may come to know during your service with the Company. You will also be required to sign the confidentiality agreement with the company, on joining.

9. Code of Conduct

The Company prides itself as a company with the highest order of ethical conduct in its dealings with customers, suppliers, agents and governments. As part of your employment agreement with the company, it is important that you fully understand this philosophy and policies governing it.

10. **Notice**

You serve a probation/training period of three months with the company, after which time your employment will be confirmed by the company, based on your performance during those three months. Either party may terminate this employment during the probation/training period by giving one month's notice to the other. Following confirmation, employment may be terminated by giving two months' notice. The Company shall, however, have the right to terminate employment without notice in case of breach of contract or misconduct by the employee (i.e. "for cause" termination).

11. On Separation

Upon the termination of your employment and/or resignation, you will immediately return to the Company all the tools, accessories, formulae, documents, specifications, books etc. of whatsoever nature in your custody, care of charge and obtain clearance certificate from the relevant person/office/dept., on production of which alone your dues, if any, will be settled by the Company. If you

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resign or are terminated for cause prior to your first-year anniversary of the joining bonus, you shall be liable to return any joining bonus paid to you, which may be deducted from your full-and-final.

12. Transfer

Depending upon exigencies of business your services can be transferred by the Company in any capacity, as the Company may desire from time to time, from:

- a) one location to another
- b) one department to another
- c) one project to another

It is a condition of your employment that you may be transferred by the Company anywhere in India or abroad to any of the parent company's subsidiary companies, joint ventures, affiliates, sister companies, client companies, etc., as per business needs. Such transfers will not create for you any right to ask for revision in your salary or other terms and conditions of your services. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the new place.

13. Retirement

The retirement age from the services at the company is on completion of sixty years. However, you may be retired at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or not able to perform given work. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

Other general Terms and Conditions

This offer is contingent on your satisfying certain formalities before your time of joining, including signing the Company's standard Non-disclosure and Confidentiality Agreement.

This appointment letter is subject to your clearing of all exams and having no backlog before your date of joining.

Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters.

During your employment with Company, you shall devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business or service except with Company's prior approval obtained in writing.



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Whenever there is a change in your personal information, you shall notify to the Company within three working days.

In addition to the above, all such other rules and regulations as may be in operation at the time of your accepting the appointment with the company and as may be amended or altered from time to time at the discretion of the company will also apply to you.

This letter holds precedence over all previous communications between both the Company and you, both written and spoken. This letter constitutes the entirety of the offer of employment to you.

Please confirm that the terms and conditions specified above in this employment agreement are acceptable by signing its pages and returning it to us within two (2) working days. This offer is void or invalid if company does not receive acceptance within this timeframe. Please submit the following documents with the acceptance. If any of the following is not currently available to you, notify us immediately, and provide the documents to us as soon as they are available to you:

- A. Copies of Mark sheet, a passing certificate for 10th & 12th.
- B. Semester wise mark sheets of Graduation & Post graduation, passing certificates, Degree for Graduation & Post graduation, Certificates for additional courses.
- C. One passport size photograph.
- D. Copy of Aadhar card, Pan Card, Passport.
- E. Offer, relieving letter from last company.
- F. 3 month's salary slips.

We look forward to working together with you for a rewarding career for you and successful business for the company.

Yours Sincerely,

For Cognam Technologies Pvt. Ltd.

(Priya Sharma

Dated- 26th July, 2023)

Authorized Signatory



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Agreed by

I agree to accept the employment on the above- mentioned terms and conditions and will join my position no later than 2nd Jan 2024.

Place: Indore

Date: 26/07/2023 **Signature:**