

Mr. Kiran Nelloru 30th August 2016

F1 ,1st floor ,H-no:130 ,Secreteriat Colony, Okkiyam, Thoraipakkam,Chennai 600097 E-Mail: nellorukiran@gmail.com | Mobile: +91 9884544340

APPOINTMENT LETTER

Dear Kiran,

On behalf of Altimetrik India Private Limited, we are pleased to offer you the position of "**Staff Software Engineer**" Attached are the specific terms and conditions of our offer – please read these important details carefully, including your compensation and benefits.

- Date of Appointment: Your appointment will be effective on your date of joining, which shall be as soon as possible but no later than 31st October 2016. Please contact us immediately if you require an alternative joining date. In the event you fail to join us on or before 31st October 2016, this offer for appointment will stand automatically withdrawn without any further obligation from our side
- 2. Emoluments: Your per annum cost to company is INR 11,00,004/- the breakup of which is shown in Annexure I. Your individual remuneration is purely between yourself and the Company and has been arrived at on the basis of your job, skill, specific background, and professional merit. We expect you to treat this information and any changes made therein from time to time as Personal and Confidential. Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment. In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date. In case you have any queries in this regard, you may discuss the matter with the immediately reporting manager
- **3. Designation:** The management reserves the right to alter your designation as it shall from time to time determine, in accordance with Company's policy
- 4. Posting and Period of Employment: Your location of position is Chennai. Your services are transferable to any other place or office of the Company or subsidiary or associate company, whether now existing or still to be formed whether in India or abroad. You may also be deputed to any of our customer's locations. Such transfer / deputation will be in accordance with the Company's rules being in force at the time. (Note: It is clarified that Altimetrik may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon))
- 5. **Duties:** The roles, responsibilities and duties appropriate to your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients. You will be required to report to any supervisor at the discretion of the Company



- **6.** Leave Without Approval: If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice
- 7. Travel and Expenses: You may be required to travel, whether in or around India or overseas, in connection with your employment with Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the current travel and expense policy of Company. You are expected to keep your passport valid at all times
- **8. Employee Benefits Program:** You will be covered by the Company sponsored Employee Benefit Program as applicable from time to time
- 9. Salary Review: Your compensation will be reviewed periodically as per the Company's policy and your salary may be adjusted depending upon various factors, including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company, the Industry and prevailing economic conditions
- 10. Leave: You are eligible for 27days leave per annum. 10 days of unutilized leaves from the leave basket may be carried forward into the next calendar year subject to a maximum accrual of 30 days. You will eligible for 30 days earned leave encashment, at the time of separation. Company's leave policy shall apply to your employment and may be modified by Company at any time, in its sole discretion, upon notice to you
- 11. Working Hours: Company's general working hours are from 9.00 am to 6.00 pm, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. Your weekly off may not necessarily be for 2 days and not necessarily be on Saturday and Sunday. Company may, at any time and in its sole discretion, change the working hours applicable to you upon notice to you
- 12. Non-Disclosure agreement (NDA): You are required to sign a separate NDA document covering the following clauses: Confidential Information, Intellectual Property Ownership Rights, Non-compete, Non-solicit and Non-circumvent
- 13. Past Record and Unsatisfactory Services: It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company. 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, any appointment pursuant hereto will be considered ineffective and irregular and will be liable to be terminated by the Company without notice or salary in lieu of notice, without prejudice to the right of the Company to take disciplinary action against you. This offer is also contingent upon you submitting satisfactory references and your passing a routine medical examination by a Company approved doctor if required. The Company will be entitled to conduct such background checks and medical examination upon you as it may deem fit and you hereby expressly grant the Company the permission to do so and waive and all rights under applicable law in this regard

14. Termination:

 You or the company may terminate your service at any time by giving 60 day notice or basic salary in lieu thereof. Further, the Company may, at its discretion, relieve you from such date as it may deem fit even before the expiry of the notice period by paying you notice pay for the unexpired portion of the notice period



- You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect
- In the event of disputed separation, where the client or / and the company faces any monetary damage due to the separation, the company reserves the right to withhold all the non-statutory payments due to you. The Company may further reserve the right to recover salary in lieu of un-served notice period.
- Company shall have the right, at its sole discretion, to terminate your contract of employment with Company 'for cause' at any time, without any further payment to you, specifying the reason for such termination, and you shall not be entitled to any incentive compensation for the period ending on the date of such termination. For purposes of this subparagraph, 'cause' shall mean (i) your involvement in any act of moral turpitude; (ii) your misconduct (willful, intentional or otherwise) or negligence during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; (iii) your embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; (iv) your participation or abetment in a strike in contravention of any law; (v) damaging the property of the Company; (vi) continued discharge of work functions, which do not meet the standards reasonably expected by the Company from you; or (vii) the breach by you of a material term of this letter or your failure to implement the reasonable business requests or directions of the Company
- Full & Final Settlement dues (if any) shall be settled upon due receipt of clearance from concerned departments
- You will retire from the services of the Company on attaining the age of superannuation [60 years].
- Any notice required to be given to you shall be deemed to be duly and properly given if delivered to you
 personally or sent by registered post to you at your address in India or by e-mail to your last personal email address as recorded with the Company

15. Consequence of Termination:

- (a) Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company: (i) any property belonging to the Company, such as laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; (ii) all Confidential Information and any work product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents; and (iii) amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing
- (b) Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training
- (c) Any termination of employment or the terms hereof shall be without any further liability, except as specified above, of Company and its affiliates and their employees, contractors or clients to you or to your heirs, administrators, successors or assigns



- **16. Indemnification:** You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained hereof
- 17. Mode of Communication: Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e- mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management of the Company thereafter
- 18. Entire Agreement: This letter sets forth the entire agreement and understanding between the Company and you relating to the subject matter herein and merges all prior discussions between the parties. No modification of or amendment to this letter, nor any waiver of any rights under this letter, will be effective unless in writing signed by the parties
- 19. General: These terms of employment and your employment are personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. The Company may assign these terms of employment, in part or whole, upon notice to you. No delay or failure by the Company to exercise any of its powers, rights or remedies under these terms of employment will operate as a waiver of such powers, rights or remedies. If any provision of these terms of employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these terms of employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These terms of employment will be construed in accordance with and governed by the laws of India. Upon your acceptance, these terms of employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements negotiations, representations, and proposals relating to the subject matter hereof

20. Miscellaneous:

- (a) You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, reasons for the incapacitation must be given to the Company by you.
- (b) You represent and warrant that you have not entered into any previous or contemporaneous of this agreement, or which would preclude you from fully performing your job responsibilities for the Company.
- (c) All of the rights, duties and obligations between the Company and you as set forth in this letter are in addition to those provided by applicable law and none of the remedies specifically provided for in this letter will preclude either you or the Company from pursuing additional remedies available to either of the parties.
- (d) It is agreed that any dispute of whatsoever nature between you and the Company will be subject to the jurisdiction of Bangalore Courts only, whether they be any other courts or tribunal or authority of whatsoever nature.
- (e) If one or more provisions of this letter are held to be illegal or unenforceable under Indian law, such illegal or unenforceable portion(s) shall be limited or exclude from this letter to the minimum extent required so that this letter shall otherwise remain in full force and effect and enforceable in accordance with their terms.



21. Date of Joining: On your date of joining of date, report to below location at 0900 hrs.

Altimetrik India Pvt. Ltd., Ascendas International Tech Park, Phase – III, Zenith Building - 13th Floor, Unit 3, CSIR Road, Taramani, Chennai (Tamil Nadu) – 600113

Please note that it is important to be on time to complete the joining formalities. On your joining date, please bring the following mandatory documents

- a. 2 self-photographs (passport sized, color photos with a white background)
- b. the originals and 1 set of photocopies of the following documents:
 - All Educational documents including X, XII, Graduation and Post-Graduation certificates and all year mark sheets. Photocopies should include both front and back sides of certificate/ Mark sheet
 - ii. Relieving letter from your last 2 recent employers. Include your employee number with such previous employer(s). In the absence of relieving letter at the time of Joining, a resignation acceptance letter can be submitted and the relieving letter can be submitted at a later date.
 - iii. Last drawn 3 months' salary slip from your previous Employer
 - iv. Form 16/ Salary Slips/ Bank Statement for Salary for the second last employer, if your employment duration is less than a year with last employer
 - v. Copy of PAN Card if you do not have a PAN Card then kindly apply for a PAN card
 - vi. Copy of AADHAR Card if you do not have an ADHAAR Card then kindly apply for an AADHAR card immediately and carry the acknowledgement on the day of your joining
 - vii. Copy of Passport if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your joining
 - Proof of identity. Bring 3 sets of photocopies of any one of the following documents: passport, driving license, voter's identification card or PAN card
 - ix. If you have stated in your application to Altimetrik that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed
 - x. If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same
 - xi. Valid Indian Work Permit, if applicable
- Documents required for UAN (Universal Account Number) for Employee Provident Fund (One set of photocopies, which are self-attested)
 - Bank Account Document (A Cancelled Cheque leaf or a copy of Cheque leaf or Bank Statement (having IFSC Code) or Passbook (having IFSC Code))
 - Copy of ID Proof (NPR/ Aadhar or PAN Card or Passport or Driving License or Election Card or Ration Card or ESIC Card)



It gives me great pleasure to invite you to join the Altimetrik family. We will be delighted to have you as part of our growing family and be a key contributor to the success of Altimetrik

Sincerely,
For Altimetrik India Pvt Ltd.,

Asha Poluru Chief – People Experience (Digital Signature below)

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS: I agree that I have read, understand, and accept employment with Altimetrik under the terms and conditions stated above.					
(Please sign below Signature:	v to confirm that you agree with the terms and conditions stated in this offer.)				
Printed Name:					
Date:	Date of Joining (if requesting an alternative date):				



ANNEXURE I

Mr. Kiran Nelloru,

	Components	Annual	Monthly
Α	Basic Pay	4,12,284.00	34,357.00
В	House Rent Allowance	2,06,148.00	17,179.00
С	Conveyance Allowance	19,200.00	1,600.00
D	Medical Allowance	15,000.00	1,250.00
Е	Leave Travel Allowance	68,712.00	5,726.00
F	Flexible Benefit Plan	2,96,148.00	24,679.00
G	Meal Voucher	13,200.00	1,100.00
Н	Statutory Bonus	-	-
	Gross Fixed Pay (A to H)	10,30,692.00	85,891.00
1	Employer's Contribution to Provident Fund	49,476.00	4,123.00
J	Employer's Contribution to ESI	-	-
K	Gratuity	19,836.00	1,653.00
	Total Cost to Company (A to L)	11,00,004.00	91,667.00

Your monthly Net Pay = Gross Fixed Pay (A to H) – (PF, ESIC, Professional Tax & Income Tax)

For Altimetrik India Pvt Ltd.,	Accepted	
Asha Poluru	Signature:	
Chief – People Experience	Name:	
(Digital Signature below)	Date:	



ANNEXURE II

SALARY COMPONENT AND BENEFITS EXPLANATION (For detailed information please refer to Company policies, which are subject to change from time to time)

COMPONENT	%	EXPLANATION
Basic Salary	40% of gross compensation	Fundamental component of your salary that is linked to many other components
House Rent Allowance (HRA)	50% of basic salary (Maximum)	To be used for paying rent
Flexible Benefit Plan	Balancing amount from gross salary based on other components	Three options are available 1)SODEXO Meal Coupons/ ICICI Meal Cards 2) Vehicle Maintenance and Driver Salary - Employees with 4 Wheeler Vehicle that are registered in their name and are using the vehicle for primarily official purposes can avail this tax benefit. Employees opting for this will not be eligible for tax exemption on Conveyance component in the salary structure (INR 800*12 Months = INR 9600). Employee with 4 Wheeler Vehicle with less than 1600 CC are eligible for tax benefit upto INR 1800 and greater than 1600 CC are eligible for tax benefit upto INR 2400. Employees with 4 Wheeler Vehicle are eligible for additional exemption of INR 900 per month in case a driver is employed. Employees must submit the license copy of the driver along with salary receipts 3) NPS - The National Pension System (NPS) is a contribution based pension system launched by the Government of India. This allows employees to augment their retirement solutions. This is a voluntary option and not mandatory and upto the employee to avail the scheme. Employees can make a monthly contribution of a minimum INR 500 to a maximum of 10% of the basic. The amount will be rounded off to the nearest INR 100
Conveyance Allowance	1600 Per Month	Paid as per laws of land and is tax exempted
Medical Reimbursement	15000 Per Annum (Maximum)	Paid as per laws of land and is tax exempted to the extent of bills submitted for reimbursement. To be used for domiciliary medical expenses
Leave Travel Allowance (LTA)	2 Months Annual Basic	Paid as monthly allowance and is tax exempted to the extent of bills submitted for reimbursement. Up to maximum of economy class air fare twice during a four year period as per Income Tax rules
Meal Voucher	INR 1100 or INR 2200 per Month	SODEXO meal coupons/ ICICI Meal Cards - provided by the company based on voluntary declaration and is tax exempted. One can opt for INR 1100 per month or INR 2200 per month as part of initial declarations upon joining the company
Provident Fund	12% of Basic Salary or INR 1800 Per Month	Contributed to Provident Fund. Two options are available Option I: Limit employer and employee Provident Fund equal contribution to 12% of your Basic Salary. This option will give you consistent take home salary, decrease your tax liability and increase your ability to save for retirement - Option II: Limit employer and employee Provident Fund equal contribution to INR 1800. This option will certainly give you a higher take home salary and conversely increase your tax liability and reduce your



Gratuity	4.8% of basic salary	ability to save for retirement The difference is adjusted with FBP (Flexible Benefit Plan) keeping the CTC as constant. The options are available at the time of joining. Employees can choose to make Voluntary contributions to PF account in addition to the options above (VPF) Gratuity is payable as per Payment of Gratuity Trust Act, 1972 upon cessation of employment after at least 5 years of continuous service with
Employee State Insurance Act		Until your monthly wages are less than INR 15,000/- or such other amount prescribed by law, you will be covered under Employee State Insurance Act , 1948 (ESIC) and will entitled to avail benefits under the same
Payment Of Bonus Act		Until your monthly wages are less than INR 25,000/- or such other amount prescribed by law, you will be covered under Payment of Bonus Act , 1965
Group Term Life Insurance Plan	2 times of CTC subject to min of INR 10,00,000/-	This is a company paid benefit which provides group term life coverage to all employees of Altimetrik India Pvt. Ltd. The benefit basis for life coverage will be 2 times of CTC subject to min of INR 10,00,000/ The coverage is subject to completion of the Insurance company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day
Group Personal Accident Plan	2 times of Annual Cost to the Company	This is a company paid benefit which provides group personal accident coverage to all employees of Altimetrik India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment will be 2 times of the Annual Cost to the Company.
Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 2 children + 2 Dependant Parents)	1.Policy of 1.5 Lakhs (Premium –INR 8,563.65 p.a) 2. Policy of 2.5 Lakhs (Premium –INR 9,990.93 p.a) 3. Policy of 3.5 Lakhs (Premium –INR 11,042.61 p.a) 4. Policy of 5 Lakhs (Premium – INR 14,733.99 p.a) 5. Policy of 7 Lakhs (Premium – INR 19,537.15 p.a) The Premium will be deducted from your salary on a monthly basis	You and your nuclear family (Definition of nuclear family: Spouse + max. of 2 children and dependent parents) are covered under Group Mediclaim Insurance Policy. There are 5 Options which you can choose from — Option 1 - Policy of 1.5 Lakhs (Premium —INR 8,563.65 p.a) Option 2 - Policy of 2.5 Lakhs (Premium —INR 9,990.93 p.a) Option 3 - Policy of 3.5 Lakhs (Premium —INR 11,042.61 p.a) Option 4 - Policy of 5 Lakhs (Premium —INR 14,733.99 p.a) Option 5 - Policy of 7 Lakhs (Premium —INR 19,537.15 p.a) By default, you will be enrolled in the Group Mediclaim Policy of 1.5 Lakhs, incase you fail to Opt any of the above options. You need to enrol your immediate family (Spouse & 2 Children and dependent parents) within 45 days of joining if you wish to do so. Medical Insurance cover for you will be effected by default from the date of your joining Altimetrik India. However, you MUST enrol your dependants by submission of details within 45 days from the date of joining for insurance coverage to be extended to your dependants Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependant (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable), subject to enrolling the new dependant within 45 days from the date of event