

Dated: 11-Feb-22

Emp Code: A-31819  
Mr./Ms. Pavan Rajendra Shinde,  
#390/1 Manjari Belgaum  
Belgaum Karnataka - 591213

## **Appointment Letter**

Dear . Pavan Rajendra Shinde,

In furtherance to the Letter of Intent, we are pleased to appoint you as an **RPA Developer**. As per the terms and conditions mentioned herein below. You may be deputed to **IDC clients site** as a representative of the company in order to fulfill the Company's contractual obligations, as a part of your official duties and responsibilities.

### **1. APPOINTMENT:**

- 1.1 Your appointment shall be effective from **07-Jan-22** As agreed and accepted by you, your gross annual compensation, inclusive of all the benefits shall be **650000/- (Details Attached in Annexure –“A”)** Notwithstanding this, in the event of the project/work for which you are being employed comes to an end, this contract shall be co-terminus with the aforementioned project/work. At the end of the above referred period, the contract will stand terminated automatically without any notice or communication to you, unless they are explicitly extended by us by a letter in writing.
- 1.2 Notwithstanding anything above, depending upon the aforementioned project/work, the Company reserves its right to extend your appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In that event, the Company shall in writing extend your assignment on the terms as may be indicated in such letter and in the event of your acceptance of such extension of the assignment you shall be governed by such terms and conditions as may be indicated therein.
- 1.3 You warrant that, by entering this Agreement and performing your obligations hereunder, you will not breach of any terms or obligations under any subsisting Agreement, written or oral, with any third party.

### **2. DUTIES AND RESPONSIBILITIES:**

- 2.1 You shall perform all such duties as may be delegated by the Company/Client to you and comply with all such directions as IDC TECHNOLOGIES or its Client may from time to time assign or give to you. Your designation as well as your duties and responsibilities are liable to be changed at the discretion of the Management.
- 2.2 You shall, during the Term of this engagement (unless prevented by ill health or accident or as otherwise agreed by the Company in writing), devote your entire time and attention and abilities to your employment with the Company/Client and shall use your best endeavors to promote, develop and extend the business of the Company/client and conform and comply with the directions and regulations of the Company/Client at all times, and in all respects.
- 2.3 You shall, at all times, promptly give to the Company/Client and/or to any person to whom you operationally report (in writing, if so requested) all such information, explanations and assistance as may be required in connection with your duties under this Agreement.

### **3. EMPLOYEE OBLIGATIONS:**

- 3.1 You shall ensure compliance with the Company's/Client's code of conduct;
- 3.2 You will be responsible for safekeeping and return in good condition and order of all Company/Client property, which may be in your use, custody or charge.
- 3.3 You shall at all times keep your Manager, promptly and fully informed (in writing if so requested) of the conduct of your duties and provide such explanation as he/she may require.

- 3.4 You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company or client having dealing with the Company and if you are offered any, you should immediately report the same to the senior management of the Company/Client.
- 3.5 You understand and acknowledge that absence for a continuous period of three (3) days without prior approval of your Manager, (including overstay on leave/ training) would result in automatic termination of your employment without any notice or intimation.

#### **4. COMPENSATION AND TAX:**

##### **4.1 Remuneration:**

IDC shall pay you the basic salary and other benefits as mentioned in Clause 1.1.

The salary payable to you pursuant to Clause 1.1 shall be deemed to accrue from day to day and shall be paid in arrears in twelve equal monthly installments, subject to necessary deductions mentioned in Clause 4.2 below. The salary set out in clause 1.1 hereto is subject to review in accordance with Company/Client practice and policies from time to time, however there shall be no obligation on the Company to increase such salary at any point of time save and except at its sole discretion.

- 4.2 The salary and other benefits paid to you hereunder shall be subject to the usual statutory and other deductions, including tax and other contributions normally required to be withheld by an employer in India.
- 4.3 All applicable Indian taxes on your Compensation and Benefits stated in this employment contract will be as per subsisting governmental laws as well as any applicable statutory contributions, if any, etc. shall be borne and paid entirely by you. The Company shall pursuant to the applicable law withhold from any benefit or salary made pursuant to this letter all central, state, municipal, other taxes, contribution, etc. as may be required. You will continue to be responsible for the filing and accuracy of all required tax returns in India.

- 4.4 **INDUSIND Bank is our priority banker; hence salary will be credited in INDUSIND Bank a/c through Bank transfer only. You have to submit the Bank account number along with a copy of the cancelled cheque or passbook or statement copy before cut-off dates (i.e. on or before LWD of calendar month). The Management reserves the right to do change in payment policy or accept or reject any other banker in case to case basis.**

#### **5. TERMINATION:**

##### **5.1 Termination with notice:**

You may discontinue your services to the company/Client and terminate the employment contract by serving a clear written notice of **60 Sixty** days to the Company/client. In case of failure to give such written notice within the prescribed time, you are bound to make good the loss suffered by the Company and any other charges/liabilities Company/Client incurs consequent to the failure to give required written notice.

- 5.2 On termination of your employment for any reasons, the Company will be entitled to deduct any amount(s) you owe to the Company/Client or any of the group companies from remuneration payable to you.
- 5.3 Any annual or other type of leave to which you are entitled shall not be included in the length of notice period required to terminate the employment and you will be required to fulfill your professional duties for the entire duration of the stipulated notice period.

##### **5.4 Termination without Notice:**

Notwithstanding any other provision in this agreement, the Company may terminate your employment without notice for serious misconduct on your part:

- a) Your having committed serious or gross misconduct/ moral turpitude/ theft /deceit/ fraud/ disobedience/negligence/ indiscipline/ absence from duty without permission or any other conduct considered by the Company as detrimental to its interest or of violation of the conditions of service. Depending on the circumstances and the seriousness of the employee's actions, serious misconduct' shall include (but not be limited to):

- i. any dishonesty or theft;
- ii. any material breach of the terms of this agreement;
- iii. any situation where you behave in a manner likely to bring you, or IDC, into disrepute;
- iv. falsification of {company name}'s records;
- v. unauthorised absence from work;
- vi. any acts of violence, threatened violence or harassment (including sexual harassment) against another employee, contractor, client or potential client of IDC whilst in the course of your employment;
- vii. being drunk or using, or being in possession of, illegal substances or drugs whilst in the course of your employment;
- viii. wrongfully disclosing confidential information;
- ix. any misrepresentation (express or by omission) during the recruitment process;
- x. the inappropriate use of electronic media, including computers and the internet suspension;
- xi. use of inappropriate words causing distress and harassment of a work colleague or client;
- xii. rude, unsavory remarks addressing colleagues and Clients;
- xiii. serious or repeated failure to follow a reasonable instruction;
- xiv. deliberate and willful destruction of any property belonging to the Employer;
- xv. Actions which seriously damage the Employer's reputation.
- xvi. Your having been negligent or in default in the performance of your official duties, any material breach of terms and conditions specified in this letter.

In the event of termination of your employment without notice in the above-mentioned cases, the Company will not have any liability to compensate you in any manner for notice period foregone, other than for time worked

5.5 Any annual or other type of leave to which you are entitled shall not be included in the length of notice period required to terminate the employment and you will be required to fulfill your professional duties for the entire duration of the stipulated notice period.

5.6 In case you leave the Company within Two (2) years from the date of joining you shall be liable to repay the Company all expenses incurred on your relocation including but not limited to airfares, transfer of goods, boarding, lodging, transportation and payments made in lieu of notice period to your previous employer as applicable.

**5.7 Un-Authorized Absence:**

Any absence for three (3) consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate the employment and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

**6. MOBILITY:**

6.1 You may be transferred, at the sole and absolute discretion of the Company/Client, to any place in India or outside India, on terms and conditions not less favorable than those contained in this Agreement.

6.2 You may be required to travel both inside and outside India on the business of the Company in the due performance of your duties from time to time.

**7. ATTENDANCE:**

Employee shall use the time sheet format provided by the employer/client to record all the days/hours worked on a daily basis. Employee agrees to submit the timesheet form to the Employer as approved by the appropriate representative of the client by the 3<sup>rd</sup> of every calendar month (for the preceding month).

## **8. REIMBURSEMENT:**

'Reimbursements' are the amounts payable to Employee's for expenses incurred by them on account of carrying out their duties on employment for business purpose and approved by Client authority. Approval process (prior or post approval, limits etc.) will continue to be in line with client travel and reimbursement policies.

## **9. CONFIDENTIALITY & NON DISCLOSURE:**

- 9.1 You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other associate or affiliate of the Company) constitutes a breach of your employment.
- 9.2 You acknowledge that as a result of employment with the Company, you will be in possession of proprietary and confidential information and trade secrets relating to the business practices of the Company/client and affiliated companies, if any. You agree that you will not, at any time during or after the employment period, directly or indirectly use or disclose to any person, firm, corporation or other entity, detrimental to the Client/Company or the Company's employees or misuse in any way any proprietary or confidential information acquired by you during your employment by Employer regarding the clients, customers, vendors, business partners or business practices of employers or affiliated companies, without prior written consent of the Client/Company. For purposes of this Agreement, confidential information includes, but is not limited to, trade secrets; list of past or present clients, customers or consultants; product or service development plans; marketing plans; pricing policies; business acquisition plans or targets; any portion or phase of any technical information, technique, method, procedure, technology, or know-how (whether or not in written or tangible form) used by the Company/Client or any portion or phase of any technical information, ideas, discoveries, designs, computer programs, processes, procedures, formulae or improvements of the Company/Client that is valuable (whether or not in written or tangible form or whether or not downloaded onto a computer or on computer disc) to the Company/Client. All such information in whatever form, including all memoranda, notes, plan, reports, records, documents and other evidence thereof and any other information of whatever nature which gives the Employer an opportunity to obtain an advantage over its competitors shall be considered a "trade secret" for the purpose of this Agreement.
- 9.3 You hereby acknowledge that by reason of your employment with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its client substantial expense. In consideration of your employment and the above-mentioned disclosures, you agree that:  
You will disclose to the Company/Client all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your employment with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during the work hours, the Company/Client facilities, or with the Company/Client property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of employment with the Company.
- 9.4 You agree to comply with a supplementary Non-Disclosure Agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such Agreement will be incorporated into this Agreement by reference, including improvements or modifications. "Proprietary Material" relating to the Company and clients who you acquired or developed during the term of your employment with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.

## **10. INTELLECTUAL PROPERTY:**

- 10.1 For purposes of the Agreement, 'Intellectual Property' means any discovery, process, product, or device, conceived, discovered, improved or made by you during the term of employment either solely or jointly with

others, whether patentable, trademark-able, copyrightable, aid/or subject to protection as a trade secret or otherwise, which is related to the actual or planned business or activities of the Company or related to its actual research, design, development or suggested by or resulting from any tasks assigned to you for or on behalf of the Company/Client, or misuse of the Company's facilities, materials or personnel. The following shall be the property of the Employer exclusively.

(a) Any Intellectual Property conceived, discovered or made by you; and

(b) Any patent, copyright, trademark, application or record relating to any Intellectual Property.

As far as the Company/Client is not already by law, the owner of the intellectual property rights arising in respect of any and all works created, you hereby assign to the Company/Client and/or its affiliates all intellectual property rights arising in respect of any and all works created, compiled and/or devised by you in the course and scope of your employment with the Company/Client pursuant to this Agreement. By virtue of this Agreement, any intellectual property rights which come into existence in the future in respect of any such work created, compiled and/or devised by you in the course and scope of your contract with the Company, shall vest in the Company/Client and/or its affiliates upon their coming into existence.

10.2 You undertake and represent to the Company/Client that to the best of your knowledge, you are the sole beneficial owner of the entire right, title and interest in and to such intellectual property right, arising in respect of your work created, compiled and/or devised by yourself in the course and scope of your employment with the Company/Client, that you are free to assign such rights to the Company free of any third party claims, liens, charges or encumbrances of any kind, and that you are free of any duties and/or obligations to third parties which may conflict with the terms of this Agreement.

10.3 You acknowledge that your annual total Cost To Company remuneration, as provided for in Clause 3 hereof, includes compensation for any loss of intellectual and/or industrial property rights set out in this paragraph.

#### **11. RETURN OF PROPERTY:**

11.1 Upon the termination or cessation of your employment with the Company for any cause whatsoever, you shall immediately deliver up to the Company/Client or its authorized representative, any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, mobile phone, laptop, memoranda, correspondence, notes, records, reports, sketches, plans, letter heads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other Confidential Information, whether or not the property was originally supplied to you by the Company/Client. The provisions of this clause shall survive termination of this Agreement for whatsoever reason.

11.2 If so requested, you shall provide to the Company/Client a signed statement confirming that you have fully complied with confidentiality norms of the Company/Client.

11.3 Without prejudice to any other right available under law, the Company/Client reserves the right to make reasonable deductions from your full and final salary payment or any other amount due to you, in the event you fail to return all the property of the Company/Client which is in your possession, or return it in a damaged state, other than due to normal wear and tear.

#### **12. NON COMPLETE & NON SOLICITATION:**

12.1 You agrees that during the employment period plus two (2) years thereafter (the 'Restricted Term'), you will not, directly or indirectly, in any capacity, role or function, on its own behalf or on behalf of any other person or organization, other than as an employee of the Company/Client solicit and/or attempt to solicit or accept business from:

- (a) Any present or former clients of the Company/Client to which you were providing services during the two (2) years period immediately prior to the date on which the Employee ceases to be employed by the Employer ("Separation Date");
- (b) Will not seek and obtain employment, training, or contract for employment or seek to serve as you or otherwise to clients of IDC Technologies Solutions India Pvt. Ltd., customers, accounts or prospects, without the written permission of IDC Technologies Solutions India Pvt. Ltd;
- (c) Any client or prospective clients of the Company/Client to which you were seeking to provide services or products, including participating in the Company's sales efforts, during the one (1) year period immediately prior to the Separation Date; unless:
- (d) Such services or products being provided to the clients or prospective clients by you or any third party with whom you were then employed are wholly unrelated to Employer's then-current lines of services or products on the Separation Date; and/or

12.2 During the Term and for one (1) year from the Separation Date, you shall not directly or indirectly, in any capacity or function, on your own behalf or on behalf of any other person or organization:

- (a) Interfere or attempt to interfere in any way with the Company's relationships with any of its clients, service providers, employees, suppliers, experts. Key advisors or consultants, including without limitation, inducing or attempting to induce any of the above-mentioned persons or organizations to terminate or change the terms of his/her/its dealings with the Company", and /or
- (b) Undertake any acts, which may damage or disparage the Company's business relationships with its clients, subcontractors or other business partners.

12.3 During the Term and for one (1) year from the Separation Date, you shall not directly or indirectly, in any capacity or function engage or participate in or be employed by in a business similar and same as the Company/Client.

### **13. DATA PROTECTION:**

13.1 You consent to the Company holding and processing, both electronically and manually, the data it collects in relation to you, in the course of your employment, for the purpose of the Company's administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations.

13.2 You also consent to the transfer, storage and processing by the Company of such data outside India, where the Company may have its offices.

### **14. MISCELLANEOUS:**

#### **14.1 Waiver:**

A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

#### **14.2 Leaves:**

You will be eligible for leave as per the company/clients policy, during the period of your employment. You will be entitled to all other statutory benefits wherever applicable during the fixed period of employment.

**14.3 Severability:**

If any provision of this Agreement should be held invalid, illegal or unenforceable, then, in such event, the remainder of the Agreement shall still be and continue to be in full force and effect as if such invalid, illegal or unenforceable provision had been deleted from or never included in this Agreement

**14.4 Training:**

If the Company intends to send you abroad for training, you will have to sign a bond for the period and amount which will be decided by the Company as per its policy depending on the period of training, travel and other expenses/ loss incurred.

**14.5 Indemnity:**

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act/acts by you including breach of any terms of this Agreement.

**14.6 Governing law & Jurisdiction:**

This Agreement shall be governed by and construed in accordance with Indian law. In relation to any legal action or proceedings arising out of or in connection with this Agreement, both the parties irrevocably submit to the exclusive jurisdiction of the courts in [New Delhi].

**14.7 Correspondence:**

All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be in writing in English language and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address, and marked to the attention of the person, indicated below:

**(a) If to the Company, at:**

**Address: IDC Technologies Sol. (I) Pvt. Ltd.**

**C-18, Sector -67 | NOIDA, UP - 201301 | U.P**

**E-mail : hrd@idctechnologies.com**

**Phone no: +91 120 4090350 Ext-230**

**(b) If to you, at:**

**Address:**

**E-mail address:**

**Mobile no:**

**15. OTHER PROVISIONS:**

15.1 Your appointment is based on the information and particulars furnished by you in your application during your interview and any subsequent discussions. You represent that the statements made by you are true. If it transpires that you have made a false statement or omitted to disclose a material fact that affect your appointment, the Company may take such action as it deems fit in its sole discretion.

15.2 This offer of employment and any subsequent employment relationship is contingent upon satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Any false information provided by you or at your request may result in immediate termination of employment with no compensation to you.

15.3 With the acceptance of this employment, you agree and confirm that during your employment, you will be governed by the Company's Policies, as amended from time to time. The policies are available on the Public folder of all systems and should be read and understood by you. In the event of any clarification with respect

to the same please contact the HR Department. In the event of any breach of the Company Policy's, the Company's reserves the right to terminate your employment with immediate effect.

We take this opportunity to welcome you to IDC team and trust you will find this a stimulating environment that will offer you a challenging and rewarding career. We look forward to your contribution to building a Company of which we can all be proud.

Your signature below conforms that all information's, written or oral, provided to us by you is accurate and complete.

Please sign and return a duplicate copy of this letter signifying your acceptance.

Your appointment is based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke your appointment at any given time.

Any declaration given or furnished by you to the company is proved to be false or if an employee is found to have willfully suppressed any material information, you will be liable to removal from service without any notice and to refund all money paid to employee for employment throughout the period of employee service with the company. IDC/IDC Client have the right to take any legal action against the employee.

We do not charge or expect our employees to charge candidates any fee (cash or kind) at any stage of the recruitment process. In case any enticement is offered to the company employees, IDC Technologies shall not be liable to pay for any compensation. Also, you hereby authorize IDC Technologies to not only terminate your employment but also proceed to take legal action against you in such cases.

Please sign below as a token of your acceptance of the terms and conditions of this Appointment letter and return the duplicate copy duly signed by you to us.

We look forward for rewarding and long term association with you.  
Yours Faithfully,

**For IDC Technologies Solutions India (P) Ltd**



**Authorize Signatory**

I confirm that I have read and understood the above terms & conditions of employment and accept my obligations and liability relating to them. The above terms and conditions are acceptable to me.

**Signature**

**(Pavan Rajendra Shinde)**



**"ANNEXURE-A"****Compensation Details w.e.f 07-01-2022**

<b>Name :-</b>		<b>Pavan Rajendra Shinde</b>	
<b>Designation :-</b>		<b>RPA Developer</b>	
<b>Location :-</b>		<b>Pune ( Maharashtra )</b>	
<b>Salary Component</b>		<b>Amount in (INR)</b>	<b>Amount in (INR)</b>
		<b>Per Month</b>	<b>Per Annum</b>
<b>A.</b>	Basic & DA	27083	324996
	Bonus	0	0
	House Rent Allowance	13542	162504
	LTA	2708	32496
	Medical Reimbursement	1250	15000
	Conveyance Allowance	1600	19200
	Special Allowance	6033	72396
<b>GROSS SALARY ( Salary of Tax) ( A )</b>		<b>52216</b>	<b>626592</b>
<b>B.</b>	Employers Contribution - Provident Fund	1950	23400
	Employers Contribution - ESIC	0	0
	Gratuity	0	0
	Insurance	0	0
<b>TOTAL ( B )</b>		<b>1950</b>	<b>23400</b>
<b>C.</b>	<b>Less Deduction</b>		
	Employee - Provident Fund	1800	21600
	Employee - ESIC	0	0
	PT	200	2400
	LWF	0	0
<b>TOTAL ( C )</b>		<b>2000</b>	<b>24000</b>
<b>Net Take Home Salary ( A ) - ( C )</b>		<b>50216</b>	<b>602592</b>
<b>FIXED CTC ( A ) + ( B )</b>		<b>54166</b>	<b>650000</b>
<b>Note: - 1) All taxes (PT, Income Tax and LWF etc.) will be applicable as per government norms.2 ) As per Government Norms if there is any changes happen in statutory limit (like EPF/ESIC etc.) than both components (employer and employee PART) will be become part of previous CTC, from effective date. 3) In the First Month Salary there will be deduction amount 2500/-of Group Medclaim Policy (India Insure) which is mandatory as per legal compliance. It is applicable only for those who are not cover under ESIC.</b>			
<b>Pavan Rajendra Shinde</b>			
<b>Signature</b>			