



FNF/OFF/2024/0215

Date:31-Dec-2024

Prashanth R
Bangalore

Sub: Letter of Offer with FNF India Private Limited

Dear Prashanth R,

We are pleased to inform you that you are appointed as **Associate Software Developer** our Bangalore office, with the following terms and conditions. You shall be entitled to an annual fixed compensation of Rs. **5,50,000 (Rupees Five Lakh Fifty Thousand Only)**

Your compensation details are enumerated in Annexure- I and your employment will be governed by the terms and conditions detailed in Annexure- II.

We request you to join us on or before **02-Jan-2025** and report to **Regd. Off: Unit-401 & 402, Brigade Tech Garden Block B-1, 4th Floor, Brookefield, Kundalahalli, Bangalore 560037**

We are pleased to have you on board and look forward to a long and mutually beneficial association.

Please sign and return a duplicate of this letter of appointment as token of your acceptance.

Thanking you,

Yours Sincerely,
For FNF India Pvt Ltd

A handwritten signature in black ink, appearing to read "Varghese", written over a light yellow rectangular background.

Varghese C O
Chief Human Resource Officer - Vice President

Document Ref. no. FNF_HR_Increment_001

Restricted

FNF INDIA PRIVATE LIMITED

Regd. Off: Unit-401 & 402, Brigade Tech Garden Block B-1, 4th Floor, Brookefield, Kundalahalli, Bangalore 560037

CIN:U72900KA2007PTC041356 Tel: +91 80 4558 6400

Web:www.fnfindia.co.in

Annexure – I

Your compensation package consists of monthly and annual benefits as mentioned below


CTC Break UP		
Components	Monthly	Yearly
Basic Salary*	21,001	252,012
House Rent Allowances	8,400	100,800
Special Allowances	13,912	166,944
Gross Salary	43,313	519,760
Company's contribution to PF	2,520	30,240
Company's contribution to ESI**	-	-
Annual CTC	45,833	550,000
Incentives / Benefits		
Performance Bonus / Incentive***	2,500	30,000
Leave encashment	875	10,500
Transport Allowance	3,000	36,000
Employer Mediciam & Life insurance	930	11,160
Gratuity	1,010	12,120
Total CTC	54,148	649,780
Deductions		
Employee Contribution to EPF	2,520	30,240
Employee Contribution to ESI	-	-
Medical insurance	200	2,400
Professional Tax	200	2,400
Total Deductions	2,920	35,040
Net Salary	40,393	484,716
Net Salary with Variables	43,393	520,716

* Performance Bonus payout based on individual performance

** Leave Encashment is done on an annual basis subject as per company policy

Note:
* Performance Bonus / Incentive will be paid based on designation & department
** Annual Variable pay will be paid based on designation & department
*** Leave Encashment & Transport Allowance are payable as per Company policy
**** Bonus & Gratuity will be paid as per Bonus Act 1965 & Payment of Gratuity Act 1972 respectively
***** Flexi Benefit Plan options are given based on Annual CTC (Slab wise)
Additional Employee Benefits:
Attendance Incentive & Night Shift Allowance are payable as per Company Policy
Medical Insurance Coverage
Life Insurance Coverage
CTC Structure, Benefits and Allowance can change subject to discretion of the Management

Varghese C O



Chief Human Resource Officer - Vice President

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Annexure- II

TERMS AND CONDITIONS OF EMPLOYEMENT

1. Work Place

You will be deputed at our office which is located at **Regd. Off: Unit-401 & 402, Brigade Tech Garden Block B-1, 4th Floor, Brookefield, Kundalahalli, Bangalore 560037**

2. Probation

2.1 You will be on probation for first six months from the date of joining.

2.2 If the services have been found satisfactory your employment will be made permanent. If found unsatisfactory, the probation may be extended to a maximum of 3 months or the employment shall be terminated without provision of a notice period and The decision regarding probation confirmation (including early confirmation anytime during the 6 months probation period) or probation extension is at the sole discretion of the company.

2.3 During probation, your employment may be terminated by either party with 30 day's prior notice in writing or payment of 30 days' salary in lieu of notice.

3. Confirmation

On successful completion of probation period, confirmation letter to this effect. the company at its discretion may confirm you in service and you will receive a

4. Background Verification

You have been engaged under the presumption that all the particulars and information furnished by you are correct. In case the said particulars are found to be incorrect or it is found that you have concealed or withheld some relevant facts, your employment/ appointment with the company shall stand terminated/ cancelled without notice.

5. Salary

5.1 You shall be entitled to receive the compensation mentioned in the Annexure A and the same will be paid on the last working day of the month.

5.2 Your remuneration would be subject to Tax and other deductions.

5.3 You shall not disclose your compensation with any other employees and any such disclosure is against Company's ethical standards

6. Hours of Work

The normal working days are Monday through Friday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. You are expected to work not less than 8 hours each day, and if necessary for additional hours depending on your responsibilities.

7. Duties

7.1 You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time.

7.2 You will maintain high standard of conduct, loyalty, efficiency, integrity and secrecy and will keep liaison with your colleagues and will be responsible for the execution of the decisions taken by the management.

7.3 You shall abide by the all the Policies of the Company and various instructions given from time to time.

8. Confidentiality

8.1 You shall not disclose any confidential information, technical knowhow, any intellectual property or any trade secrets of the Company or its business to anyone outside the Company either during or after employment.

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8.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other confidential information related to the business of The Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company.

8.3 You are being provided with a separate Employee Confidential Information and Proprietary Rights Assignment Agreement, hereafter referred to as the "Confidentiality Agreement", which you are to agree and execute simultaneously with this Agreement. The Confidentiality Agreement shall be read in conjunction with this Agreement and shall form part of this agreement. All terms mentioned herein and not defined, shall mean the same as is defined in the Confidentiality Agreement.

8.4 If for any reason, by the nature of your job, you are privy to the information regarding the salaries and or perks of any other employees of the company, you shall hold such information in strict confidentiality and shall not share or disclose such information to any other person/s other than on need to know basis for the purpose of discharging their duties to the company. If you breach this condition, it shall be considered a serious violation of your duties, and you shall be liable to appropriate disciplinary action by the Company.

9. Conflict of Interest - You will devote your whole time and attention in the interest of the company. You will not engage in any other work either for higher reward or in honorary capacity (part-time or otherwise) even after your working hours in the company without the written consent of the company.

8.6 Breach of the conditions of this clause will render you liable to disciplinary action in addition to any other remedy the Company may have against you by law.

10. Visa for Overseas Travel

10.1 The company may in its discretion send you for visa interview on specified date and location with the objective of obtaining a Visa for enabling you to travel overseas to United States or any other country to get training in project management, process technology.

10.2 In consideration of the company sending you for visa interview, with the intent of sending you for training abroad, at the cost of the company; you shall work for the company for a minimum period of 6 months from the date of getting the visa.

10.3 In the event of you leaving/resigning from the services of the company, either during this period or thereafter before completing 6 months of service, the employee shall be liable to pay to the company a sum of INR 30000 as liquidated damages which the company would have spent on securing the visa for the employee.

10.4 The Company reserves its right to recover from you any loss it has incurred solely arising out of your misconduct or from breach of this Agreement.

11. Overseas Travel

11.1 The company may depute any of its employee to attend business meetings for a stated period at United States or any other country with the object of enabling the employee to improve client interactions, understand client requirement and enhance their knowledge in various technologies.

11.2 In the event you are sent abroad, you shall faithfully, diligently and punctually take the fullest advantage of the business meetings and shall assimilate the various aspects/ knowledge imparted to him during the travel period and shall thereafter, on return make best use of the knowledge so gained for the benefit of the company.

11.3 In consideration of the company sending the employee for meetings abroad at the cost of the company, and in consideration of the additional knowledge and experience that the employee would be gaining on account of the business meetings, the employee shall work for the company till the following conditions are met:-

- i. Completion of assigned tasks
- ii. Knowledge transfer
- iii. Tenure for 1 year from the date of return.

11.4 Further the employee's notice period will be extended to a total of 90 days for a period of one year from the date of his / her return. The employee shall not, under any circumstances work for any competitor of the company during a period of 12 months from the date of return.

11.5 In the event of termination of services from the services of the company for any reason, either during the period of travel or thereafter before completion of conditions specified in clause 10.3 the employee shall be liable to pay to the company as damages a sum of which the company would have spent on deputing the employee for meetings.

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12. Indiscipline During and After Travel

12.1 If you, in the course of your travel indulge in any act of indiscipline or misconduct, or abandon your employment, leading to your termination from the services of the company shall be deemed to be violation of terms of this agreement you shall become liable to pay liquidated damages as stipulated in clause next below.

12.2 In the event you do not effectuate knowledge transfer or discharge your duties for which you were sent abroad, or otherwise indulge in any act of indiscipline or misconduct, or abandon meetings and or employment or violate any of the stipulations and/or terms contained in the agreement which renders your visit fruitless, then it shall be deemed to be violation of terms of the agreement by you and you shall become liable to pay liquidated damages in the amount of 3,00,000/- INR (Rupees Three Lakhs only) in addition to appropriate disciplinary proceedings that may be initiated against you.

12.3 The liquidated damages will be reduced pro rata basis month wise depending on the tenure served by the employee post his return from the Overseas Deputation in case of non-compliance with Clause 10.3 (iii).

13. Personal Data and privacy

13.1 "Personal Data" means any data about an individual who is identifiable by or in relation to such data.

13.2 Personal Data includes both the "Company Personal Data" (any personal data controlled by the Company, any affiliate or subsidiary, that is held and processed by the Company for its own business purposes) and "Client Personal Data" (any personal data controlled by a client, that is held and processed by the Company during the provision of services to a client).

Employee Data Privacy. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data such as (but is not limited to) Government IDs (Aadhar Card, Pan card and Passport), Educational documents (Board and University results and degree certificates), Employment documents (UAN no./PF account, ESIC details, salary slips, relieving letters), Financial Information such bank account etc., by the Company, its affiliates and its Subsidiaries for the exclusive purpose of your employment and participation in any benefit plan provided by the Company and in compliance of with legal obligations. The Company may also collect personal data of third parties associated with you (such as your spouse or children). You understand that the Company holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, email address, family size, marital status, sex, beneficiary information, emergency contacts, blood group, dependent details, disability details, passport/visa information, age, language skills, driving license information, nationality, C.V. (or resume), wage history, employment references, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, insurance plan or benefit enrollment forms and elections, any shares of stock or directorships in the company, details of all options or any other entitlements to shares of stock awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the employees benefit plans etc., ("Data"). You understand that Data may be transferred to any third parties (Data Processor) assisting in background screening or in the implementation, administration and management of employees benefit plans. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting Business Human Resources Department. You understand that Data will be held only as long as is necessary in compliance with any law for the time being in force. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein by notifying the Company in writing. You further understand that withdrawing consent may affect your employment or your eligibility to participate in any of the benefits plan provided by the Company.

14. Notice for Separation/ Termination

14.1 Your appointment can be terminated by the Company, without any reason, by giving you not less than 30 days prior notice while on probation and 90 Days after confirmation in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean fixed gross.

14.2 You may terminate your employment with the Company, without any cause, by giving no less than 30 days prior notice while on probation and 90 Days after confirmation or salary for unsaved period, left after adjustment of pending leaves, as on date.

14.3 The Company reserves the right to terminate your employment without any notice period or termination payment, if it has reasonable ground to believe that you are guilty of misconduct, willful breach or continuous negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

14.4 On the termination of your employment for whatever reason, you will return to the Company all assets; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

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15. General Conditions

15.1 Your working hours, weekly offs, period of work, public holidays, leave rules etc. will be governed by the rules and regulations of the company.

15.2 You are required to sign related agreements relating to protection of the Company's Trade Secrets and for securing the Confidentiality of its business, which is contained in the Joining Kit that will be given to you.

15.3 You will be covered by the company's code of conduct and other policies, procedures and other rules and their amendments as applicable from time to time.

15.4 You will be covered by the company's code of conduct and other policies, procedures and other rules and their amendments as applicable from time to time.

15.5 Your primary place of work will be at Fidelity National Financial India, Bangalore but during the tenure, you may however be required to work at any place of business which the Company has, or may later acquire in India or outside, at the sole discretion of the Management.

15.6 If at any time during your employment, you are found guilty of any act of misconduct or any willful breach or continuous negligence in the terms of this offer letter or rules or duties or disobedience, the management may without any notice, put an end to your services and terminate your employment with the company.

15.7 The terms of the employment shall be governed by the laws of India and courts in Bangalore shall have exclusive jurisdiction.

I, _____, the undersigned unconditionally accept the offer with all the terms and conditions mentioned herein above of the company and agree to abide by them.

Date:

Place:

Signature:

Name:

Address:

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