

Rabindra Kumar Behera,
203, Khushi Villa, 67A,
Mahalaxmi Nagar,
Indore - 452010

Dated:13/05/2022

Sub: Offer of Employment

Dear Rabindra,

Thank you for investing your time to pursue an opportunity with Encora.

We are delighted to offer you an employment opportunity as **Senior Software Engineer** with Encora Innovation Labs India Pvt. Ltd Bangalore. Following are the terms and conditions connected with your employment:

1) Compensation & Benefits:

- a)** You will receive a compensation package of **Rs.27,00,000 (Twenty-Seven Lakhs Rupees only)** - per annum. The breakup of the compensation and benefits applicable to you is as per Annexure 1. You are expected to treat this information and any changes made therein from time to time as personal and confidential.
- b)** Apart from you, your family will also be entitled to a comprehensive health insurance and a personal accident insurance coverage under the group insurance medical and insurance benefit plan of the company from time to time.
- c)** The compensation policy at Encora Innovation Labs India Pvt. Ltd is completely performance driven and thus solicits utmost confidentiality on the part of the employee and the company.
- d) **Joining Bonus:**** You are entitled to payment of a onetime joining bonus equivalent to INR 3,00,000. The joining bonus will be paid on completion of 90 days of service with the Company. In case you resign or are terminated for any reason whatsoever within 12 months of joining, the bonus amount paid will be recovered from your last month's salary.

2) Retirement:

- a)** You will retire in the normal course from the services of the Company on attaining the age of superannuation, which is at the end of the month following your 58th birthday.

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3) **Probation period:**

- a) You will be deemed to be on a probationary period for 30 days. This probation period may be extended by another 30 days based on your performance during this period. Upon satisfactory completion of your probation, you will be confirmed in the regular cadre of the company. You may quit the services of the Company at any time with due notice or in lieu of salary thereof, just as the company may conclude its employment relationship with you at any time without assigning any reasons with due notice or salary in lieu thereof. However, all other provisions related to the

notice period clause mentioned in this offer would be applicable during probation. The notice period applicable would be 30 days.

- b) **Working Hours:** Terms and conditions related to working hours, leave etc., applicable for all company employees is attached separately.

- c) **Full Time work:** Your position is a whole-time employment and you shall devote yourself exclusively to the business of the Company. You will not take up any other work part-time or otherwise or work on advisory capacity or be interested directly or indirectly in any other trade or business without the prior consent in writing from the Company during your employment with the Company. The Company reserves the right to alter or allocate different responsibilities to you from time to time depending on the business needs of the Company.

- d) **Code of Conduct:** You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interests of the company and will at no time, do or say anything which compromises the company's goals or reputation.

- e) **Transfer:** You may also be transferred temporarily or permanently to any of divisions, subsidiary or associate companies or client owned Global Development centers or Client Transferred Global Development center within or outside India (Whether now existing or still to be formed). In such case, you will be governed by the terms and conditions of service as applicable to the new assignment.

- f) **Salary Review:** Your salary will be reviewed as per the policy of the Company from time to time. The Company believes in rewarding performance and hence increments will be rewarded on merit in accordance with the Company's policy in practice.

- g) **Responsibilities:** You are expected to perform effectively to ensure:

- (1) you achieve the required results and
- (2) You will be required to work under the supervision of such officers as directed by the Company from time to time.

4) **Non-disclosure Agreement:** "Company" for all purposes shall mean Encora Innovation Labs India Pvt. Ltd, Bangalore.

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- a) You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, drawings, designs, etc. of the company. Also, you shall not take any technical documents or information or copies thereof belonging to the company outside the office unless specific entrusted to you in writing.
- b) You will not undertake business of similar nature with any other company during the period of your employment with this company.
- c) If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the items to this Company prior to your ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.
- d) You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.
- e) During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

5) Notice period:

- a) The notice period applicable to you would be 90 days.
- b) Your services shall be terminable by providing 90 days' notice or salary in lieu thereof on either side at the sole discretion of the Company.
- c) However, on your resignation, the Company reserves the right to relieve you from your duties from such date as it may deem fit, even prior to the expiry of the notice period without assigning any reasons or compensation thereof.
- d) The Company reserves the right to terminate your services at any time for reasons such as poor performance, delinquency or disciplinary reasons and in such cases the Company is not obligated to serve you any notice or compensation thereof.

6) Separation:

- a) On separation, (by retirement, resignation or otherwise), you are required to immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, or records, etc., belonging to the Company or relating to its business and shall not make or retain any copies of these items.

- b) Pre-condition for Employment:** The terms and conditions laid out are pre-conditional for employment. The offer is valid only after you sign the Non-Compete and Inventions agreements at the time of issuing the offer. A copy of the agreements can be made available to you for review.
- c) Reimbursement of Cost:** You understand and agree that if you resign voluntarily or if terminated by the Company under clause 5(d) before completion of 12 months of service, you are required to reimburse the cost the Company would have incurred for training both internal and external and cost of replacement which at present the Company estimate to be a months' gross salary. You also acknowledge and agree that any other cost that the Company would have incurred like, relocation benefits etc. will have also have to be reimbursed.

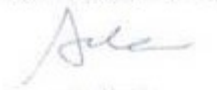
7) Background Verification & Medical Fitness:

- a)** Your appointment is subject to medical fitness for the job, verification of particulars from past employers, and verification in general of particulars mentioned in your application.
 - b)** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job.
 - c)** As per Company policy, you shall undergo background verification upon your joining of the Company. You may reach out to Company's Human Resource Department to understand the particulars of such background verification. In case particulars mentioned in your application are found false or unsatisfactory or if you fail to clear the background verification, your services would be liable for termination without giving any reason or notice thereof at any time.
 - d)** Past record: If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, you will be liable to be removed from the services of the Company without any notice.
- 8)** We request you to submit the following documents to us at the time of your joining:
- a)** Photocopies of your highest educational qualification.
 - b)** 3 passport size photographs of yourself.
 - c)** Relieving letter from previous employer, if applicable
 - d)** Recent 2 months' pay slips, if applicable
 - e)** Proof of age
 - f)** PF account details
 - g)** Income tax deduction certificate of previous employer
 - h)** Company personal data form



We are excited to have you board with us quickly and welcome you to the Encora family. Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter.

For Encora Innovation Labs India Pvt. Ltd



Anesh Korla

EVP & COO, India

Encl:

- 1. Compensation & benefits break-up details**
- 2. Employee Service Conditions**
- 3. Confidential Information and Invention Assignment Agreement**

I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature:

Name:

Date:

Expected date of joining:

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Annexure – 1

Name :	Rabindra Kumar Behera
Designation :	Senior Software Engineer

Components	Rs.	Rs.
	Annual	Monthly
Basic Salary	1011960	84330
House Rent Allowance	505980	42165
Special Allowance	1011948	84329
Gross Salary	2529888	210824
Statutory Bonus		
Company's PF Contribution	121440	10120
Gratuity	48672	4056
Cost to Company	2700000	225000
Monthly Gross		210824
Statutory Bonus		
Professional Tax		
Provident Fund	10120	
		10120
Take Home Pretax		200704

Note: Professional tax will be applicable based on the PT slab of work Location.