

August 21, 2019

Raghavan Rajaram
Chennai

Contact Number : +91-8838885321
E-mail : ragavan189@gmail.com

Dear Raghavan,

We are very pleased to extend to you an offer of employment with Optimum InfoSystem Pvt Ltd (hereinafter referred to as Optimum / Company). Optimum reserves the right to utilize your services at any of its offices / Clients within the country or abroad.

Details of your compensation structure are enclosed in Annexure - A, - CTC Break-up. Any taxes as applicable, as per the law of the land will be deducted at source. The company will review the salary on annual basis. Any change in salary will be notified in writing. We expect you to keep the salary details confidential at all times. Other terms and conditions applicable to you are detailed at Annexure – B, Terms & Conditions of employment. Please read and review these documents carefully.

As an employee of Optimum you will be guided by the rules and regulations of the Company. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time. Hence you are requested to contact the HR for Policies / Rules / Regulations, which are applicable to you. You are expected to adhere to these rules and regulations and work to the best of your abilities on tasks and responsibilities assigned to you by your supervisor.

I am confident that Optimum will provide an outstanding opportunity for you to develop your career further and accomplish your professional goals. You will work in an exciting and professional work environment, and have opportunities for continuous learning and development.

This offer of appointment is valid for a period of five days from the aforesaid date mentioned in this letter. This offer of appointment is issued in duplicate. Please sign all pages of the offer, including the Annexure, and submit to us before the end-date, as token of your acceptance. Otherwise, this offer of appointment stands cancelled.

We are extremely excited about having you on our team as a full-time employee and look forward to a mutually rewarding relationship with you.

Best wishes,
Yours truly,

Bhargava V G
Vice President

Acceptance

I, **Raghavan**, agree to accept the employment on the terms and conditions mentioned in this appointment letter and the annexure. I have read and have understood the terms and conditions governing my employment with Optimum and my signature below confirms my agreement hereto.

I confirm to join Optimum InfoSystem on or before **21st October, 2019**

My Details are as below:

DOB:

Father's name:

My PAN number:

Permanent Address:

Name: **Raghavan Rajaram**

Signature:

Date:

Place:

ANNEXURE – A

CTC Break Up

Employee Name	Raghavan Rajaram	
Designation	Sr. Devops Engineer	
Location	Chennai	
CTC per Annum	1,400,000.00	
	Monthly	Annual
Basic	57,433.00	689,196.00
House Rent Allowance	28,717.00	344,604.00
Conveyance	1,600.00	19,200.00
Medical Reimbursement	1,250.00	15,000.00
Special Allowance	25,867.00	310,400.00
Gross Salary	114,867.00	1,378,400.00
Employer's Contributions - PF	1,800.00	21,600.00
CTC	116,667.00	1,400,000.00
<u>Deductions</u>		
Employee's Contribution - PF	1,800.00	21,600.00
Profession Tax	200.00	2,400.00
Net Salary - (Gross - Deductions)	112,867.00	1,354,400.00

Employee's Signature

Raghavan Rajaram

ANNEXURE - B

TERMS AND CONDITIONS OF EMPLOYMENT

1. Designation & Location

You will be designated as **Sr. Devops Engineer** and your initial place of work will be at **Chennai**.

2. Commencement of employment

You shall report for work at the Company's office on **21st October, 2019**.

3. Duties

3. A You shall use your best energies and abilities on a full-time basis to perform the employment duties assigned to you, at locations designated by the Company, including customer offices. Your employment shall comply with all rules, regulations and procedures of the Company. During your employment, you shall not directly or indirectly usurp any corporate opportunities or otherwise engage in any conduct adverse to the best interest of the Company. You shall not divulge any confidential information of, or violate any agreement with, your prior employers or their clients. You shall not indulge in any act of commission that is likely to harm or affect prejudicially the reputation of the Company. It is also your duty to bring to the notice of management any acts or commissions of any other employee which affect the Company prejudicially, immediately as it comes to your knowledge.

3. B Owing to the mission critical assignments undertaken by the company, you may be required to work on weekdays / paid / public holidays for the company, whenever called upon to do so.

4 Reimbursement of Expenses incurred

If your role requires you to incur expenses to the benefit of the company, these expenses will be reimbursed provided the correctly authorized claim form is submitted. Where you are required to travel for business purposes, you will be reimbursed for such travel at the rate applying from time to time. Please note, however, that all business expenses and travel require the prior approval of your manager. The onus is on the employee to read the Expense claim procedure document to ensure re-imbursement of expense claims. (Document obtainable from HR).

5. Ownership of work

Any product created, service rendered during the course of your employment, including but not limited to any intellectual property in relation thereto will be for and on behalf of the Company shall solely and exclusively belong to the Company. If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company, such developments will be fully communicated to the company and will remain sole right/property of the company.

6. Confidentiality

6. A As part of your employment, you will acquire or develop confidential and proprietary information concerning the Company and its dealings and method of dealings with its customers (and their clients or end users) and employees and you also will develop relationships of special trust and confidence with the Company's customers (and their clients or end users) and employees (collectively, "Confidential Matter"). You agree that such Confidential Matter is for the Company's exclusive benefit and that, both during your employment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit and with the consent of the Company. Upon the conclusion of your employment, you will promptly return all documents and information (including computer generated or stored matters) concerning the Company or its customers and employees.
6. B You also agree that details of your employment contract are strictly confidential between you and the Company. You agree not to disclose these details (inclusive of but not limited to salary, resignation, notice period, last day of work with us) to any third parties whatsoever. Should you fail to comply, you agree to pay damages equivalent to two months of your salary to Company.

7. Non-Competition and Non-Solicitation

- 7.A During the period until one (1) year following the termination of your employment for whatever reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting or programming services to any customer or end-user of any customer of the Company for which or for whose benefit you have provided services during your employment, either directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employee to terminate his or her employment. You further agree that:
7. B The Company shall be entitled to injunctive relief as well as damages for any violation by you of paragraphs 5 or 6 of this Agreement (which shall survive the termination of this Agreement and your employment); paragraphs 4, 5, and 6 are intended to be enforced in accordance with their terms but that such terms shall be deemed modified as necessary so as to render them valid and enforceable to the fullest extent permissible by applicable law.

8 Safekeeping and Return of company property

You will be responsible for the safekeeping and return in good condition or order of all of the Company's properties, which may be in your use, custody, care of or charge. The Company shall have the right to deduct the monetary value of such properties from your dues and take such actions as deemed proper in the event of your failure to account for them to the Company's satisfaction.

9. Termination of employment

9. A Except in cases of termination by the Company due to your willful misconduct or non-performance, the Company will provide you with Sixty days advance notice of termination of employment. You likewise will provide the Company with Sixty days advance notice of your resignation from employment. You cannot offset the notice period against any accrued leaves or salary in-lieu of. You must serve the notice period.

9. B Should you resign or terminate your employment with the Company for whatsoever reason within Twenty Four months of joining, you agree to reimburse the Company all the cost associated with your relocation, travel, joining bonus and all other initial expenses.

9. C You shall be bound at the termination of this agreement, however terminated, to handover or return to the company's designated officer the entire records, documents and property of the company in your possession including company leased / rented / owned assets.

10. Personal Taxation

Your remuneration will be subject to withholding taxes in accordance with Indian Tax laws and you shall be responsible to meet and fulfill all Tax Liabilities and requirements under Indian Tax laws including compliance and filing of Tax returns etc.

11. Leave Entitlement

You would be entitled to 18 days of leaves per calendar year on prorata basis. You must inform in advance of proposed holiday dates and your manager must then agree to the dates proposed. Encashment of leaves is not allowed unless specified otherwise in writing. Due to the nature of business of the company, you will not be entitled to any other paid leaves including but not limited to paternity and maternity leave.

12. Medical Fitness

Your employment is subject to you being found medically fit by a doctor of company's choice.

13. Health Insurance

You will be eligible to join this scheme from your first day of employment with Optimum provided you meet the requirements as set down by the insurance company.

14. Entire Agreement

This Agreement represents the entire agreement of the parties and it supersedes all prior statements, discussions and understandings. The Company reserves the right to change its policies from time to time. You would be informed in writing about any change in the Company policy. During your employment with the company, you shall be subject to all rules and regulations, as are made / amended by the company.

Please confirm your acceptance of the terms and conditions of employment by signing the attached copy of this letter. Kindly ensure that you also initial each page and any attachment hereto.

Name: **Raghavan Rajaram**

Signature:

Date:

Place: