

Ref No: II/OL/104729

Date:12 Mar 2020

Robert Kumar

Pasewa, Gaya, Imamganj, Bihar-824206

LETTER OF APPOINTMENT

Dear Robert Kumar

With reference to your application and subsequent interview(s) you had with us, we are pleased to offer you employment in our organization, on the terms and conditions, mentioned in this letter of appointment herein below:

Department :Telecom Level/Grade :3B

Designation :Senior Data Scientist

Location :Bengaluru

Cost to Company :Your cost to company will be Rs.1800000.00 (Rupees Eighteen Lakhs Only)/- per annum. Inclusive of

Performance Bonus amount of Rs. 1,44,000.00/- Per annum, this performance bonus shall be payable on six

monthly basis during every April and October each year, based on your performance.

1. DATE OF JOINING / APPOINTMENT DATE

This appointment will commence from your date of joining which should not be later than **02 Apr 2020** provided that you indicate your acceptance to the same by signing and returning a duplicate a copy of this letter of appointment to us immediately and in any case within Fifteen (15) days from the date of this Letter for Offer of Appointment.

Further, in case, you have any objections to the terms and conditions of this letter, the same should be communicated to us within 15 days from the date of this letter and prior to your tendering us your acceptance to the same, failing which the entire terms and conditions as stipulated herein, shall be deemed to have been accepted by you without any demur. The Appointment Date shall not be varied except if so intimated by the Company in writing.

You should report for joining at the Place of Posting on or before the above date of joining along with copies of self attested documents as mentioned below:-

a)Educational documents: 10th, 12th, Graduation (if applicable), Post-Graduation (if applicable)

b)Address proof (Passport/Driving license/ Voter ID /Aadhaar card)

c)PAN card copy (Mandatory)

d)Aadhaar card copy (Mandatory)

e)Work experience letter of previous organizations

f)Six (6) Passport size photographs

g)Resume

Incedo Technology Solutions limited

CIN: U72200DL2011PLC220071

Gurugram: 248, Udyog Vihar, Phase -IV, Gurugram - 122015. Tel: +91 124 4345901, +91 124 4345400

Bengaluru:1st FloorTower C, Global Technologies Park, Marathali, Outer Ring Road, Bangalore – 560103, Tel: + 91 8067085800

Chennai: 3rd floor, Bascon Maeru-Block-B, Kodambakkam High Road, Nungambakkan, Chennai – 600034, Tel: +91 44 66851400/1500

Pune: Sammon Magnum Opus Business Park, Lalit Estate, Baner, Pune -411045, Tel: +91 20 67182007

Registered Office: A-47, Lower Ground Floor, Hauz Khas, New Delhi-110016, Tel: +91 11 41655400

Contactus@incedoinc.com

Robert Kumar



NOTE:

- i) Submission of above documents is mandatory and failure to submit any one or all of these documents may be termed as disqualification to the proposed appointment.
- ii) If you are not an Indian Citizen, additional documents shall be mandatory in support of your candidature and eligibility, as per the prevailing law of India in this regard.
- iii) Please ignore, if you have submitted the above mentioned documents.

2. DESIGNATION

You shall be designated as Senior Data Scientist in Telecom.

You shall be on probation for an initial period of **6 Months**. The probation period may be extended or shortened at the discretion of the Management. A confirmation letter shall be issued to you after satisfactory completion of probation period, at the sole and absolute discretion of the Management

3. REMUNERATION

Your cost to Company shall be Rs.1800000.00 (Rupees Eighteen Lakhs Only)/- per annum.

Your salary and other benefits, if any, shall be subject to the deductions of all Government and local taxes, contribution(s), etc. as required to be made under the prevailing laws of India and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to any property of the company and all other matters as governed by the Company's policy.

4. PLACE OF POSTING AND WORKING HOURS

- a) Presently, you shall be posted at our Office in **Bengaluru.** Your place of work may change in case of any relocation of the Company's offices. You are further liable to be transferred to any part within the Country/Overseas as decided by the Management in the interest of the company.
- **b)** The Management may place/transfer you temporarily/ permanently in any Unit/Department/Associate concern of the Company in or out of India as it may consider necessary at its discretion from time to time.
- c) Standard work hours in the Company are 9 hours on a working day. We encourage flexible work timings and work hours, however same is governed basis business need and client contractual obligations. You are advised to discuss with your manager for managing your priorities with greater ease.
- **d**) You may be required to work in shifts and/or any day of the week, if & when specified by the Company, to fulfil business need. In order to support the aforesaid requirement, employees working in odd hours will be eligible for additional benefits as mandated or prescribed under the law from time to time. With the acceptance to this letter, you hereby extend an unqualified consent towards the provisions of this clause.

5. CONDUCT & DISCIPLINE

a)Official E-mail ID shall be communicated to you after joining. This will be a password-protected official e-mail ID. Any correspondence /information including letter/notice of confirmation, transfer, promotion, termination, resignation, policy matters, etc. received/sent through such e-mail ID by or to you shall be an acceptable form of communication. You are required to keep the password of such e-mail ID confidential. This E-mail ID must be regularly checked for any communication. This E-mail ID should be used exclusively for authorized official purposes only. You shall exclusively be responsible for any unauthorized and unapproved usage of

Robert Kumar



this e-mail id. You shall be bound by the Information Security Policy as update from time to time which is available at https://thehub.incedoinc.com/SitePages/InfosecPolicyIndia.aspx.

- b) You are expected to maintain high standards of Conduct and Excellence in all your assignments.
- c) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.
- d) You shall at all times comply with the Company's policies. These are available at the public folder at http://thehub.incedoinc.com. Management reserves the rights to amend or modify the existing policies as required, at its sole discretion, any time during the year, with or without notice.
- **e**) As a company personnel, you are a full-time employee and will not undertake any other business, work or public office, honorary or remunerating post/assignment whether with or without consideration except with the written permission of the management in each case.
- f) You will be governed by the service Rules and Regulations, administrative order(s), any such other rules/orders of the company now in force and that may be in force from time to time.

6. SECRECY

- a)You will not divulge to any unauthorized person(s) other than company, nor use for any purpose save for official purposes, during the period of your employment with us, or thereafter by word of mouth or otherwise, any information concerning the company's (or its associate's) operations, plans, know-how etc., that you may come to have known as an employee of the Company. Non-compliance of this clause shall subsist the termination of the employment.
- **b)** Any work/project/assignments handled/developed by you individually or as a group during your employment with the company, will be the exclusive property of the company and you will not have any rights on it, whatsoever. You shall execute all such documents as may be required from time to time to secure this right of the Company.

Violation in any manner of the above-mentioned terms and conditions will be dealt under Intellectual Property Laws of India, as prevailing from time to time.

7. PRIVACY OF INFORMATION ON REMUNERATION

The remuneration payable to you would be a matter of confidence between the management and yourself, and you shall not divulge any details thereof to any one inside or outside the organization.

8. NON-SOLICITATION

You covenant, and agree that during your employment with the Company and for a period of two (2) year thereafter due to the exposure and access to substantial confidential or proprietary information pertaining to Company's business and clients that you have till now obtained and shall continue to obtain and in recognition of the need to protect the Company's interest in this regard, you will not, except with the prior written consent of the Company, directly or indirectly;

- a) Attempt in any manner to solicit from (a) any current Client/ of the Company or (b) any firm, association or corporation or other entity which you have contacted or otherwise dealt with on behalf of the Company, business of the type carried on, or proposed to carried on, by the Company, or to purchase or sell any products or services including any product or services competing with those provided by the Company; or
- **b**) Attempt to persuade any person, firm or entity, which is a Client/ to cease doing business or to reduce the amount of business which any such Client has customarily done.



- c) Employ, solicit, incite canvass or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding six calendar months. Further, you shall not Solicit, incite or in any other way encourage other employees of the Company to terminate their respective contracts of employment with the Company; or
- d) Solicit, canvass or accept employment from any of Company's Clients or any person, firm or company, which competes with the business of the Company.

9. GENERAL RULES

In all matters including those not specifically covered by this letter, such as PF, Bonus, Incentives, Medical and LTA will be governed as per the rules of the Company.

- a) You will intimate in writing to the Management any change of address within a week from the change of the same, failing that any communication sent on your last recorded address shall be deemed to have served on you.
- **b**) You will hand over the charge, the property and the material etc. of the company in your possession at the time of cessation of your employment with the company.
- c) In the event of a merger, acquisition or a transfer of business, Incedo reserves the right to move employees to the resulting entity post which term and conditions of employment shall be governed by that of the resulting entity.
- **d)** You will be liable to pay damage(s) to the company for the loss caused by you directly or indirectly, in addition to other legal remedies, which may be required for violating any of the provisions of this letter of appointment/agreement etc. and the Courts at New Delhi will have exclusive jurisdiction over the appointment consequent to this letter and all matters arising there from.

10. CESSATION OF SERVICE

- a) In case an employee, whether on probation or confirmed, decides to leave the employment of the Company by way of resignation or otherwise then he/she shall be required to serve a prior notice of 90 Days from date of such resignation and acceptance by the approving authority. In alternative, he/she may be required to make payment equivalent to 90 Days basic salary and/or the period of notice not served upon, in lieu of such notice at the discretion of the Company, if an employee, whether on probation or confirmed, leaves the employment of the Company without following the above specified process, in such events the Company would be within its Rights to forfeit the sum(s) due to the employee, if any, and shall be also at liberty to take appropriate action including but not limited to termination and/or to claim damages(s) and/or loss(s) from said employee..
- b) The management reserves the right to terminate your services by giving 90 Days or 90 Days' notice pay in lieu thereof. The notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc. Notwithstanding the above, the management reserves the right to terminate your services as per the termination policy of the company in the event of non-performance or misconduct which includes but is not limited to negligence of duty, disloyalty, dishonesty, misrepresentation, indiscipline or any other indulgence of excess or any impropriety in complying with the terms of this letter or any action detrimental to the interests of the Company.
- c) You shall not be eligible for payout of Retention Bonus/Performance Bonus if you resign from the services of company or if said component paid to you before the due date.
- d) You will automatically retire from the services of the company on attaining the superannuating age of 60 years.
- **e**) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:



- i) Return to work within three days of the commencement of such absence, and
- ii) Give an explanation to the satisfaction of the management regarding such absence.
- **f**) The management shall have the right to ask you to get yourself medically examined, vaccinated or inoculated by any registered medical practitioner at any time when the management feels it necessary. Your service will be liable to be terminated on being found physically or mentally unfit by a registered medical practitioner, nominated by the company.

11. VERIFICATION AND BACKGROUND CHECK

- a) This Letter of offer of appointment is issued to you on the basis of your candidature, eligibility and on grounds of information/documents provided by you to the company, which is the basis of our offer to you. Further, if you are not an Indian Citizen by birth, please support your candidature and eligibility to join us with necessary details and documentation, as per the prevailing provisions of law of India.
- b) The Company may, at its sole and absolute discretion, conduct background checks prior to or after joining or at any time in future, to check but not limited to your identity, the address provided by you, your education background and past work experience, past antecedents, drug tests and/or any other test or verification. You expressly consent to the Company conducting above checks. You are required to furnish the documents listed in the "Appointment Letter", "Background Verification Form" or any other document as may be required. If the Company, is not satisfied, in its sole and absolute subjective discretion, with the outcome of the aforesaid checks, the Company may (I) Reserve the right to withdraw the Offer made to you without any notice and Compensation (II) Or may treat your appointment as null and void ab-initio (III) Or it may take such other appropriate action as may be advised.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

In case of any query regarding your appointment letter, please feel free to contact your recruiter.

Please sign the duplicate copy of this letter of appointment and return the same in confirmation of your acceptance of the appointment and all other terms and conditions as stated therein.

Wish you all the best and welcome to Incedo for a long-standing relationship.

Sincerely,

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED

(Wholly Owned Subsidiary of Incedo Inc.)

AUTHORIZED SIGNATORY HUMAN RESOURCES

ACCEPTANCE_OF THE_EMPLOYEE

I, hereby, agree to abide by the terms and conditions of this letter of appointment and am aware that any lapse in my meeting the set standards w.r.t. performance/conduct would result in legal/disciplinary action against me/or employment termination. I agree to join on or before **02 Apr 2020**.

SIGNATURE OF THE EMPLOYEE

Robert Kumar



COMPENSATION & ENTITLEMENT

Offer break-up to Robert Kumar, Senior Data Scientist in Telecom.

Proposed Salary Structure	Monthly	Annually
Basic Pay	69,000	8,28,000
Leave Travel Concession	5,750	69,000
HRA	34,500	4,14,000
Telephone Reimbursement	3,450	41,400
Meal Allowance	2,200	26,400
Professional Development Allowance	6,900	82,800
Car Running & Maintenance	13,800	1,65,600
Children Education Allowance	200	2,400
Children Hostel Allowance	400	4,800
Gross Salary	1,36,200	16,34,400
Provident Fund (Employer Contribution)	1,800	21,600
Performance Bonus		1,44,000
Cost to Company (CTC)		18,00,000

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED

(Wholly Owned Subsidiary Of Incedo Inc.)

AUTHORIZED SIGNATORY HUMAN RESOURCES

Note:

- 1) Your Salary is strictly confidential and you should not disclose it to anyone without prior permission of the company in writing.
- 2) All tax implications arising as part of your salary structure shall be borne by you.
- 3) Contribution towards EPF is mandatory for all employees.
- 4) You and your family (Spouse and upto 3 children) are covered under the Group Mediclaim Insurance Policy through Oriental Insurance Company Limited. Total sum insured is Rs. 3,00,000/- (Rupees Three Lakh Only) per family.
- 5) You are covered under the Group Personal Accident Policy through The New India Assurance Company Limited. Total sum insured is Rs.5,00,000/- (Rupees Five Lakhs only).
- 6)You are covered under the Group Term Life Insurance Policy through ICICI Prudential Life Insurance Company Limited. Total sum insured is 1.5 times of annual fixed salary or Rs.1,00,00,000/- (Rupees 1 Crore only), whichever is lower.

I, hereby, agree to abide by the terms and conditions of this Appointment Letter.

Robert Kuman

SIGNATURE OF EMPLOYEE

Senior Data Scientist