

Date : 31<sup>st</sup> Jan 19

**Private and Confidential**

To : Yekolla Sai Krishna Reddy  
Email : [reddy.yekolla@gmail.com](mailto:reddy.yekolla@gmail.com)

**Dear Sai Krishna,**

**Offer of Employment**

We are pleased to offer you an employment in the position of **Senior Service Delivery Specialist** with Euclid Innovations Pvt. Ltd. Your tentative joining date would be **4<sup>th</sup> Mar 2019**.

**1. Remuneration**

Your annual remuneration is calculated on a cost to company basis of **INR 7,50,000 (Rupees Seven Lakh Fifty Thousand Only)**, as per the attached Annexure, subject to Income Tax deductible at source.

**Benefits**

- Leave entitlement
- Provision of medical and accidental insurance
- PF contribution

**2. Salary revision**

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. Euclid Innovations operates a Pay-For-Performance policy and the result of any remuneration review will take your performance into account. Please note that the offer and employment conditions for during onsite engagements will be executed separately.

### 3. Taxation

Your income in India will be subjected to tax deduction at source in accordance with the obligations and ruling set out by the tax laws of India and other statutory dues as applicable.

### 4. Place of Work

Your initial place of posting will be **Hyderabad**, however, should a need arise you may be transferred or expected to travel any of our offices within India or outside India.

You will be deputed onsite at the discretion of the Management. Please note that such engagements are usually for long term. Any costs associated with obtaining work permits for onsite engagement will be recovered if you decline to travel or leave employment within 1 year of your hire date.

### 5. Working Hours

The normal working days are Monday through Friday. The normal working hours are from 9:30am to 6:30pm and you are expected to work not less than 40 hours each week, and if necessary for additional hours depending on your responsibilities and for proper discharge of your duties to the Company.

You are requested to comply to the above hours of work in order to coordinate and work effectively with all the stake holders based in our own offices in India and foreign locations or at our client's site as needed.

### 6. Leave policy

Vacation is a time for you to rest, relax, and pursue special interests. Euclid Innovations has provided paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service. In a calendar year you will be entitled to 20 days of vacation or a pro rata proportion thereof in a respect of any period less than one year. However, vacations cannot interfere with your department's operation and therefore must be approved by your manager in advance. All leaves have to be accrued before being used. Apart from the above leaves, the yearly holiday calendar would be shared at the beginning of each year based on decisions by the government.

**7. Project Roll Off**

Once you complete a project successfully at our client place, you will be coming on our bench and we would be redeploying you on other projects based on your being able to clear the required interview screening process. You would continue to be paid all your compensation as usual while you are on bench.

**8. Probationary period**

You will initially be employed by the company for 6 months of probation period. During the probationary period Euclid innovations is not liable to provide any notice period or salary in lieu for services terminated within two weeks of start date due to non-performance or HR related issues.

**9. Verification**

- A) This appointment is based on the details provided by you in the company application form/ Employee data form/during the interview/Data provided prior to or at the time of joining.
- B) The offer is based on Indian laws and subject to no adverse information being obtained during reference checking with previous employers, validation of educational qualifications or background checks, and approval of your employment/Immigration pass application(Whenever applicable). For audit purposes, you are also expected to provide an original copy of your last pay slip to the Human Resources Department.
- C) Company reserves the right to conduct background verification check of the credentials mentioned in your job application. In case of misrepresentation of facts, the company may terminate your services without due notice.

**10. Separation and Resignation**

- a) You would have a notice period of 90 days if actively deputed at any client location or working on a client project, else either party shall be required to give 30 days' notice during or after probation in writing or payment in lieu of notice. Such notice may not be offset by unused leave.
- b) If your actions at any time constitute a serious breach of Euclid Innovations standard behavior, the company may end this contract and terminate your employment

immediately.

- c) Organization reserves the right to terminate employment with immediate effect in case of inadequate/unsatisfactory performance at client place or internal projects.
- d) Any costs associated with travel, obtaining work permits for onsite deputation will be recovered if you separate from the organization within one year of your employment.
- e) In case there is any kind of Joining Bonus / Notice Buyouts / Relocation Benefits / the candidate/ employee has to serve a minimum period of one year with Euclid innovations Pvt. Ltd. else they will have to reimburse the entire amount to Euclid Innovations Pvt. Ltd.
- f) In case of employee leaving without any notice, employer will have all the rights to initiate legal proceedings to incur the losses / damage happened due to the act of leaving the organization without any notice / information.

#### **11. Code of Ethics and business conduct**

Your adherence to the Euclid Innovations Ethics and Business Conduct, a copy of which included in the new employee packet, is vital to Euclid Innovations and to your success at Euclid Innovations. When you sign this letter of offer, you are agreeing to thoroughly familiarize yourself with the Euclid Innovations code of Ethics and Business conduct and you are agreeing to abide by it. You also agree to take Euclid Innovations ethics and business conduct course, available on-line through Euclid Innovations intranet.

#### **12. Personal Data Transfer**

Euclid Innovations human resources information systems are consolidated and managed centrally. To assure that personal data privacy is adequately safeguarded, Euclid Innovations operates internal procedures to protect the confidentiality and security of individual personal data, and Euclid Innovations requires that the outside organizations we work with provide adequate levels of protection.

#### **13. Proprietary information Agreement**

You will be employed by Euclid Innovations in a capacity in which you will or may receive confidential information, which is of value to Euclid Innovations you therefore agree to abide by the following terms and conditions.

- a) Your employment creates a relationship of confidence and trust between you and Euclid Innovations with respect to certain information of a confidential, proprietary or trade secret

information will be referred to as “proprietary information”.

b) Proprietary information includes without limitation:

All software developed or licensed by or for Euclid Innovations or licensed to Euclid Innovations by a third party, and any documentation or listing pertaining to such software; the term “software” as used in this paragraph refers to software in various stages of development or any product therefore and includes without limitation the literal elements of a program, its audio visual components, any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flowcharts, designs, drawings, specification models, data, bug reports and customer information, Marketing and sales plans, product development plans, competitive analysis, benchmark test results, business and financial plans or forecasts, non-public financial information agreements and customer and employee lists of Euclid Innovations.

Any information of the type described above Euclid Innovations has a legal obligation to treat as confidential, or which Euclid Innovations treats as proprietary or designated as confidential, whether or not owned or developed by Euclid Innovations.

- c) At all times, both during and after your employment with Euclid Innovations, you will hold proprietary information in confidence. You will not use, transfer, publish, disclose, or report proprietary information directly or indirectly except such disclosure to other Euclid Innovations employees or authorized third parties as may be necessary in the ordinary course of performing your duties for Euclid Innovations or otherwise directed by Euclid Innovations.
- d) You will promptly disclose to Euclid Innovations all ideas, inventions, modification and improvements (collectively referred as “inventions”) relating to any work or business carried on by Euclid Innovations, conceived by you alone or with others during the term of your employment, whether or not conceived during regular business hours. You will also agree to execute without receiving additional compensation.
- e) You will not during your employment with Euclid Innovations carry on either alone or in partnership or be directly or indirectly employed or concerned in any business undertaking other than that of Euclid Innovations, except as a shareholder in a public quoted company unless you have obtained the previous written consent of Euclid Innovations. Further you will not accept gifts, entertainment or other favors from persons or bodies with which Euclid Innovations has business dealings unless you have obtained the previous written

consent of Euclid Innovations.

- f) You will not knowingly export directly or indirectly and U.S. origin technical data to those countries for which a U.S. and /or Indian export license is required under U.S. and / or Indian export administration regulations without first obtaining from the U.S. Department of Commerce and /OR the Indian Government a license authorizing the export.
- g) In the event that your employment is transferred to any company in Euclid Innovations, your new employment will be subject to the terms of this agreement until you sign another one with the new employing company.
- h) You shall upon termination of your employment with Euclid Innovations return all property belongings to Euclid Innovations, including without limitation all proprietary information, documents, software, discs, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones.

#### **14. Applicability of Company Policies**

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

#### **15. Notices**

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records or from reliable sources.

#### **16. Governing Law / Jurisdiction**

Your employment with the Euclid Innovations is subject to Indian laws. All disputes shall be initially tried to be resolved by arbitration and would be subject to the jurisdiction of courts in Hyderabad only.



**17. Validity**

Please read this offer of employment carefully before you agree to its terms by signing it. The offer sets forth certain important benefits, terms and conditions related to your employment with Euclid Innovations. Please send your acceptance to this offer per return e- mail within 2 business days from date of issuance and a signed original copy via courier. The validity of this offer is conditional upon receipt of your acceptance and your joining, on or before the respective dates mentioned herein.

**Yours sincerely**



**Narasimha Vaka**  
**Head – Operations**



**ACCEPTANCE OF OFFER & SELF DECLARATION**

I, \_\_\_\_\_ agree with all the above terms and conditions of employment with Euclid Innovations. I also confirm that I have read, understood and agree to comply with the Proprietary Information Agreement, Code of Ethics & Business Conduct and Personal Data Transfer. I shall commence employment with effect from \_\_\_\_\_.

Date:

Signature:

\_\_\_\_\_

