

Dear Sandhiya Sampath ,

On behalf of Exathought Technology Consulting Private Limited (the “**Company**”), I am pleased to offer you a position as **Software Engineer** beginning 12th May 2021 (the “**Start Date**”).

1. Position.

On your Start Date, you will begin working for the Company at the Company’s Bengaluru , office at No 101 B Block RMZ Galleria Residences , Yelahanka Bangalore 560064.

You will initially report to **Girish Prasad**.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company and that you will not, directly or indirectly, engage or participate in any personal, business, charitable or other enterprise that is competitive in any manner with the business of the Company, whether or not such activity is for compensation. In addition, by accepting this offer, you agree that you are under no employment contract, proprietary information agreement, invention agreement, confidentiality agreement or other obligation which would breach or be in conflict with the terms and conditions of your employment with us or encumber your performance of duties assigned to you by us.

2. Compensation

Your annual compensation will be **Rs 4,00,000- (Indian Rupee Four Lakhs only)** per year, less payroll deductions and all required withholdings. You will find the break of the compensation in Annexure-1. You will be paid monthly on the Company’s regularly scheduled pay dates. You will be entitled to leave as set out in the Company’s leave policy as amended by the Company from time to time.

The Company may modify your compensation and benefits from time to time as it deems necessary, with or without advance notice.

3. Confidential Information and Non-Solicitation Agreement.

Like all Company employees, you will be required, as a condition of your employment, to abide by Company rules and policies. In addition, your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to the Company, of the enclosed Employee Confidential Information and Non-Solicitation Agreement, which, among other things, prohibits unauthorized use or disclosure of the Company’s proprietary and confidential information and the unauthorized disclosure or use of any third party proprietary and confidential information. You further agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. In addition, as a condition of employment, you agree that you will not assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring any employees of the Company. These obligations will survive any termination of employment with the Company. Prior to your Start Date and continuing throughout the duration of your employment, you agree to disclose to the Company in writing, any continuing outside working relationships with other customers or entities with whom you are

working or will work (whether or not for compensation), as well as any potential conflicts of interest, sources of income or other business endeavors (including any entity in which you own more than 5% of the outstanding equity securities or have voting control of more than 5%).

4. Probation & Minimum Notice Period

You will be on probation for a period of three (3) months from the Start Date. Your employment will be confirmed upon successful completion of all the job performance requirements as set by the company during this time. The probation period may be extended at the discretion of the Company.

Your continued employment is at the sole discretion of the Company. Either you or the Company may terminate your employment relationship with the Company upon two (2) months written notice (the "Notice Period"). The Company may also, at its option, terminate your employment at any time by providing you with two month's salary in lieu of notice (or, if you have been permitted to work during the Notice Period, a prorated amount for the balance of the Notice Period). If you give the Company notice of termination of employment, the Company may, at its sole discretion, permit you to leave service during the Notice Period, but without any salary in lieu of notice or prorated amount for the balance of the Notice Period.

5. Additional Information.

Your commencement of employment and subsequently, your continued employment is contingent upon your references providing acceptable feedback, proper proof of work authorization, your authorization of an appropriate background check and successful clearance of such background check. Any false information provided by you or at your request may result in termination of your employment with no compensation to you.

By signing this letter, you acknowledge that the terms and conditions contained herein are reasonable, and you agree that they are necessary for the protection and maintenance of the Company and its business. You also acknowledge that the Company shall be entitled to seek an order for specific performance or injunctive or other equitable reliefs in case of your failure to observe or a breach by you of any of the terms and conditions herein.

You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company and have provided the Company with full and accurate documentation of your prior compensation, and at the joining date, will provide the Company with such information as specified in Annexure - 2 hereto.

This letter, the Employee Confidential Information and Non-Solicitation and the Employment Materials contain all of the terms of your employment with the Company and supersede any prior understandings or agreements, whether oral or written, between you and the Company. This letter may not be amended or modified except by an express written agreement signed by you and the Company.

This offer expires 7 working days from date of Receipt. This offer and your subsequent employment is contingent upon your references providing acceptable feedback, proper proof of work authorization, authorizing and receiving clearance on an appropriate background check, and our receipt of a signed copy of the Employee Confidential Information and Non-Solicitation Agreement.

The Company may hold specific information relating to you and such information may be transferred to Exathought Technology consulting private limited. and/or other group companies in any country to which you are transferred or as necessary.

If you agree to the above stated terms and conditions of this letter, please sign and return according to the instructions in the accompanying email.

Sincerely,

For Exathought Technology Consulting Private Limited



By:

Name: Jayasimha Prasad,
Founder & CEO

Date: 8-Feb-2021

Place: Bengaluru

AGREED AND ACCEPTED:

Name:

Date:

Place:

Annexure – 1

Compensation Summary	Annual (Rs)	Monthly (Rs)
Basic	160000	13333
HRA	64000	5333
Special Allowance	176000	14667
Compensation Total	400000	33333

*All statutory deductions will be applicable as per statutory norms

*all the numbers mentioned are in Indian Rupees

Annexure – 2**New Hire Document Checklist**

You are requested to bring with you the following documents, as applicable, on the first day of employment to enable us to complete your new hire paperwork:

1. A Copy of Appointment Letter
1. Two (2) Passport size photographs
1. PAN number & photocopy of PAN card if applicable
1. One copy of each of the following with originals
 - a. Your professional and academic qualification certificate(s)
 - b. Work Experience Certificate(s) from previous employer(s)
 - c. Relieving letters from the last two employers
 - d. Details of your prior compensation e.g., your last pay slip
1. Form 16 from your previous employer/Salary certificate

You will also need to open a salary account with such bank as the Company may direct you for the transfer of your salary, unless you already have an account with such bank. It shall be your responsibility to provide the account number and details of salary account to the Finance & Accounts Department before the 25th day of the month of your joining unless you are joining on or after 25th day of the month. In such case, you shall be required to provide these details by 25th day of the month immediately succeeding the month of joining.

Please note that your joining formalities will not be completed/your pay will not be processed in case you do not handover all your credentials/documents mentioned above