



Nixsol India Private Limited
Plot # 32, Opp. SBI Bank,
Nizampet Road, Kukatpally,
Hyderabad – 500072.
Telangana, India.
Phone: +91-40 42010566
E-mail: info@nixsol.com

Date: 6th March 2018

Mr. Sanjay Kumar here after referred as you,

With reference to your discussion with Nixsol India Private Ltd., we are pleased to extend an offer of employment as **Technical Architect** on the following terms:

1. Responsibilities: A brief outline of the key job functions are:

- A) Your date of joining will be on **21st March 2018** at client location.
- B) As **Technical Team Lead** posted at client location, your responsibility will be to abide by the assignments given by your technical manager.
- C) You will also be responsible for sending weekly status report and time sheets on the work done to Nixsol India Private Ltd Project manager and/ or Account manager as applicable, from the client location. Intentional failure to submit the time sheets on time is considered to breach of this agreement.
- D) Your assignment including roles and responsibilities, at our client site and project, Will be separately discussed. These tasks will be client specific and may change when you are allocated to another client location.
- E) In your first week of your employment, you shall take the initiative to have your key result areas finalized for your assignment as per the prescribed standards of Nixsol India Private Ltd or their client. The Signed off document shall be submitted to HR Department, no later than one week of your joining. As services will be provided at locations designated by Nixsol India Private Ltd, and will include the offices of Nixsol India Private Ltd's clients and/or Nixsol India Private Ltd development facilities in Hyderabad, location of your employment could change based on business needs. During the term of your employment, you will devote your full abilities to complete your duties, and agree to comply with Nixsol India Private Ltd's policies and procedures.

2. Compensation & Benefits:

- A) Your compensation is salary of **Rs. 16,00,000 (Sixteen Lakhs Rupees)** per annum, payable monthly, please note standard, statutory deductibles will apply as per the prevailing laws. On completion of 12 months on the project, your base salary will be revised, based on your performance and your supervisor feedback.
- B) **Vacation Time:** Based on Nixsol India Private Ltd's policy, length of service with the company and your position, you are eligible to accrue vacation time at the rate of 10(Ten) days per year. The above information only highlights the benefits that Nixsol India Private Ltd currently provides its employees. Each of the benefit's official plan documents may be modified, changed or eliminated, with or without notice, at any time, during your period of



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employment. If there is a difference between the highlights and the plan documents, the official plan documents will be enforced.

- C) **Scope of Employment:** Your employment begins after successful clearance of background checks and/or on approval of beginning assignment by the Client. You will be primarily responsible for systems and software application design, development and implementation. You shall provide quality software services to our customers and clients.

3. **Confidentiality:** You will be required to sign and abide by the terms of confidentiality Agreement, which will require that you hold in trust and not disclose to any party, directly or indirectly, during your employment with Nixsol India Private Ltd and hereafter, any confidential information relating to the compensation offered to you, research, development, trade secrets, customer prospect lists or business affairs of Nixsol India Private Ltd or its clients

4. **Non-Solicitation:** You agree not to provide software services to any of Nixsol India Private Ltd clients or vendors or its clients (except as directed by Nixsol India Private Ltd), directly or indirectly, while employed by Nixsol India Private Ltd, and for a period of one year after your employment termination.

5. **Termination:**

- A) Nixsol India Private Ltd is an “at will” employer and nothing contained herein or in any other agreement shall alter the “at will” employment relationship that exists between Nixsol India Private Ltd and you. Both you and Nixsol India Private Ltd have the right to terminate your employment at will, with or without cause at any time. You need to give at least one month advance notice in writing and Nixsol India Private Ltd reserves all of it’s rights as an “at will” employer, including the right, at its sole discretion, to change your position, responsibilities, compensation and the location of your employment. If you have any outstanding salary advances, the full balance is due at the time of termination, including the value of unreturned Nixsol India Private Ltd property, any other advances and Company credit card dues.
- B) You understand and acknowledge that when the project/work to which you have been assigned has been completed, Nixsol India Private Ltd shall exercise its discretion to terminate your employment without cause in the event that Nixsol India Private Ltd is unable to assign you to another project/work.
- C) If you terminate this agreement without the prior notice or without Client’s approval, you will be responsible for part or complete cost incurred by Nixsol India Private Ltd such as legal cost, relocation, in transitioning your employment to Nixsol India Private Ltd, this cost shall be collected by Nixsol India Private Ltd from your wages, bonus or any other payment which Nixsol India Private Ltd owes you or otherwise owed to you. If you have any outstanding salary advances, the full balances will be due at the time of termination, including the value of



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unreturned Nixsol India Private Ltd property, or any client's property, other advances and company credit card dues. If any information provided by you is found to be incorrect, your offer/services will be terminated with immediate effect.

- D) You have to maintain your active contact information and mailing address with Nixsol India Private Ltd, for at least 1 year after your termination. You are obligated to produce your new employment information to establish documented evidence of Non-Solicitation compliance.

7. Liquidated Damages: It is agreed between the parties that no exact measure to the damages to be caused to Nixsol India Private Ltd by breach of this agreement can be determined. For the purpose of liquidating the amount of said damages, and not as a penalty, in addition to and cumulative with not exhaustive of any other rights and remedies, available to Nixsol India Private Ltd, it is agreed that in case of breach of contract by you of the provisions herein, the damages there by causes shall be liquidated and determined without constituting as an adequate remedy at law. These liquidated damages shall equal to six times the gross amount of your monthly salary. The liquidated damages shall be collected by Nixsol India Private Ltd from your wages, bonus or any other payment which Nixsol India Private Ltd owes you or otherwise owed to you.

8. Other Employment, project deployment agreements: on effective date of your employment you have to execute project deployment, confidential and nondisclosure agreement

9. Governing Law: This agreement shall be governed by and construed and enforced by the laws of the Indian Penal Code, Negotiable Instruments Act and other laws governing the contract, without regard to its conflicts of laws principles. You agree that any and all actions between you and Nixsol India Private Limited and related to this Agreement shall be brought in the courts of the State of Telangana and the laws governed thereto.



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Employee Name: Sanjay Kumar

Designation : Technical_Team Lead

Location : Bangalore

	Monthly	Annual
Earnings	Amount	Amount
Basic	66,667	799,998
H.R.A	26,667	319,999
Conveyance	1,600	19,200
Medical Allowances	1,250	15,000
Other Allowances	37,150	445,799
Total Earnings	133,333	1,600,000

Nixsol India Private Limited.

Ramakrishna Mandipudi
Operations Manager

Agreed and Accepted:

I have read, understood & agree with the terms stated in this agreement. My signature below constitutes an acceptance of this offer of employment.

Employee Name